



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

E-TENDER DOCUMENT

FOR

Hiring of Heavy Earth Moving Equipments for Removal of Overburden, Raising, Loading and Transportation etc. of Saleable Lignite at GB-II & Jalelo Pit of Giral Lignite Mines, District Barmer (Rajasthan)

e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

Issued: On behalf of RSMML

by

Group General Manager (Contracts)

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

PERIOD OF SALE OF TENDER: From 20.06.2019 to 11.07.2019 up to 1.30 pm

PRE-BID MEETING : 03.07.2019 at 11.00 am at Udaipur Office

LAST DATE OF ONLINE SUBMISSION : 11.07.2019 up to 3.00 PM

DATE OF OPENING OF PART-I: 12.07.2019 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 – Lignite: Khanij Bhawan 'C' Scheme, Tilak Marg, Jaipur-302005. Phone No (0141)2227710, 2227947, 2227906, Fax: 141-2227761
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Cost of tender document Rs. 4720/- (Inclusive of GST) Non Transferable & Non Refundable.

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RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, UDAIPUR – 313 001,

Phone : (0294) 2427177, 2428792, 2428763-67, Fax : (0294) 2428768

Email: contractsco.rsmml@rajasthan.gov.in

E- tender no. RSMM/CO/GGM(Cont)/Cont-13 /2019-20

Dated: 19.06.2019

DETAILED NOTICE INVITING E-TENDER

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

Brief Description	Estimated Quantity	EMD/Bid security	Contract Period
(1) Hiring of Heavy Earth Moving Equipments for Removal of Overburden, Raising and Loading of Saleable Lignite at GB-II & Jalelo pit of Giral Lignite Mines, District Barmer (Rajasthan)	37.54 Lac MT	Rs.600 Lac by BG / DD/ PO	Five Years.
(2) Transportation etc. of sized Lignite (-250 mm) from GB-II & Jalelo pit of Giral Mine to RVUNL's Power Plant stock yard or as directed.	15 Lac MT (Approx.)		
Cost of tender document is Rs. 4720/- (Inclusive of GST) by Demand Draft/Pay Order/Banker's Cheque, in favour of "RSMM Ltd." Payable at Udaipur. In case down loaded from website, tender fee to be deposited with the bid.			
Processing Fee	Rs. 1000/- payable by DD in favour of MD RISL, payable at Jaipur.		
Period Of Downloading The Document	From 20.06.2019 to 11.07.2019 up to 1:30 PM		
Pre-Bid Meeting	03.07.2019 at 11.00 am at RSMML Corporate office Udaipur		
Last Date & Time of Submission of bid online & physical documents	Dt. 11.07.2019 up to 3.00 PM, Online / at Udaipur (Raj).		
Opening of Techno-Commercial Bid	Dt. 12.07.2019 at 3.30 PM, Online		

(i) The tenderer should fulfill following pre-qualifying criteria:

- (a) The annual turnover of bidder from any business should be atleast Rs 30.00 Crores, during any of the four preceding financial years i.e., 2015-16, 2016-17, 2017-18 & 2018-19

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

- (ix) The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.
- (x) The tenderer has to deploy the requisite number of equipment required to perform the entire scope of work so as to achieve the production targets, as given by the Company from time to time.
- (xi) Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for Small scale industries of Rajasthan having specified subject tender work mentioned in their registration.

General Manager (Contract)

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

SECTION – I

DEFINITIONS, INTERPRETATIONS, ETC.

1.1 DEFINITIONS

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

- 1.1.1 “Accredited representative of contractor” or “Representative of contractor” means a person duly authorised by the contractor to receive information and instructions from the company for the work.
- 1.1.2 “Agent” shall mean the person so designated for mines under applicable statutory provisions so notified by the company.
- 1.1.3 “Alteration/ Variation Order” means, any order given in writing by the Engineer-in-Charge to the contractor from time to time to effect additions / deletions from and/or alteration in the work/s.
- 1.1.4 “Approved” shall mean approved in writing by the Company/ Engineer-in-Charge.
- 1.1.5 “Appointing Authority”- wherever the expression is used shall mean the Managing Director of the company.
- 1.1.6 Area “Mine Lease” and “Mine” shall mean the area bound by the lease boundary as shown in the topo-sheet 40 N/4 & 40 N/8 . The deposit can be located on the topo-sheet between:
- | | | |
|-------------------------|------------|------------------|
| Latitude : N 26° 01'24” | Longitude: | E 71° 13' 47” to |
| to N 26° 05' 16” | | E 71° 16' 43” |
- Falling under Survey of India topo sheet No. 40 N/4 & 40 N/8.
- 1.1.7 “Bank Cubic Meter/s” “BCM” shall mean the volume of rock in situ (in-situ) without being disturbed.
- 1.1.8 “Blasting” shall mean the operations carried out for fragmentation of rock as generally adopted in open cast mines by charging of drill holes with conventional explosives under the supervision of a qualified blaster having competency certificate in blasting under the Coal Mines Regulation 1957.
- 1.1.9 “COMPANY” or “RSMML” or “Management” shall mean Rajasthan State Mines & Minerals Limited, having its registered office at C-89-90, Janpath, Jaipur-302015 (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorised to act on its behalf for the purposes of contract.

- 1.1.10 “Clause” or “provision” shall mean the clause and sub clauses of this tender document and/or agreement etc.
- 1.1.11 “Contract”, “Contract Agreement”/“ Agreement’ shall mean the agreement between the company and the contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, plans, and agreed variations (if any). Detailed Letter of Acceptance and other documents constituting the tender and acceptance thereof.
- 1.1.12 “Contractor” shall mean the person or persons, firm or company, whose tender has been accepted by the company and shall include his/its/their legal representatives, administrators, successors and assigns.
- 1.1.13 “Completion Certificate” shall mean the certificate to be issued by the Engineer-in-Charge when the work/s have been completed to his satisfaction as per terms of the contract.
- 1.1.14 “Commencement of work” shall mean start of work of rock handling by the contractor as per contract terms to the satisfaction of the Engineer-in-Charge.
- 1.1.15 “Drawings” 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 as may be approved in writing by the Engineer-in-Charge from time to time broadly defining the scope of specifications for the execution of the contract.
- 1.1.16 “Engineer-in-Charge” shall mean the Officer of the Company specifically authorized for enforcing the agreement on behalf of company.
- 1.1.17 “Final Certificate” in relation to the work shall mean the certificate regarding the satisfactory compliance and performance of the various provisions of the contract issued by the Group General Manager of SBU&PC Lignite, after the period of liability.
- 1.1.18 Financial Year- means a period of twelve months commencing from first day of April of a year to last day of March of next calendar year.
- 1.1.19 “Mobilization period” shall mean the time allowed to contractor to mobilize the equipments & Man power for commencement of the work.
- 1.1.20 “Group General Manager (Lignite)” shall mean the Group General Manager SBU-PC of ‘Rajasthan State Mines & Minerals Limited’ so designated for Lignite Project or his successors in office so designated by the company.
- 1.1.21 “Group General Manager (Contract)” shall mean the Group General Manager of ‘Rajasthan State Mines & Minerals Limited’ so designated for Contracts or his successors in office so designated by the company.
- 1.1.22 “Letter of Acceptance” or “Detailed letter of Acceptance” or “Work order” shall mean intimation by a letter/fax/E-mail to tenderer that his / their tender has been accepted, in accordance with the provision contained in the letter/fax/E-mail.

- 1.1.23 “Notice in writing or written notice” shall mean a notice written, typed or printed, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/ head/ local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.24 “Managing Director” shall mean the Managing Director of Rajasthan State Mines & Minerals Limited.
- 1.1.25 “Measurement Book” or “MB” shall mean the record maintained for the purpose of recording the progressive volumes of excavation of overburden and lignite and duly signed and verified by the Engineer-in-Charge or his representative and countersigned by the contractor or his authorised representative.
- 1.1.26 “Mines Manager” shall mean the person appointed under Coal Mines Regulation, 1957 and so designated for Mines of Rajasthan State Mines & Minerals Limited.
- 1.1.27 “Overburden” shall mean the soil cover, kankar, fuller’s earth, clay, sandstone, shale as intercalation and including inter burden between lignite seams encountered while exposing and mining of lignite from the Mine.
- 1.1.28 “Period of Liability” in relation to the work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the contractor stands responsible for rectifying all defects that may appear in the execution of contract work/s to the satisfaction of the company.
- 1.1.29 “Plans” shall mean all map/s, sketch/s and lay-out/s as are incorporated and/ or required from time to time in the contract for proper execution of work or as may be hereinafter given / approved by the Engineer-in-Charge to the contractor in order to define broadly the scope and specification/s of the work/s and reproduction/s thereof.
- 1.1.30 “Power plant” shall mean the 2 X 125 MW Lignite based Thermal Power plant of M/s Rajasthan Rajya Vidyut Utpadan Nigam Ltd. (RVUNL) located at Giral, Barmer.
- 1.1.31 “Rate of Remuneration” means, rate entered in figures and words in schedule/s by the Contractor and accepted by the company as payable to the contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise.
- 1.1.32 “Saleable lignite” means lignite / Carbonaceous material which has calorific value in general in the range of 2500-2940 K Cal / Kg on daily basis and insitu.
- 1.1.33 “Site” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the company for the execution of the contract.
- 1.1.34 “Specifications” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract. It shall also include the latest addition including all addenda or corrigenda or relevant rules, regulations or regulation codes.
- 1.1.35 “Schedule of quantities” shall mean the quantities of waste and saleable lignite to be handled and as provided in the contract, for execution of the contract.
- 1.1.36 “Temporary Works” shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.37 “Tender” shall mean the bid submitted by the tenderer against this tender enquiry document for acceptance by the company.
- 1.1.38 “Tonne” shall mean metric tonne (1000 kilograms.)
- 1.1.39 “Waste” shall mean overburden, inter-burden and inferior carbonaceous material/clay as required to be excavated at GB-2/Jalelo pit of Giral Mines.

1.2 INTERPRETATIONS

- 1.2.1 Wherever it is mentioned that the contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/ or provided by the contractor to the satisfaction of the company at the cost and consequences of the contractor as the work is on turnkey basis.
- 1.2.2 Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the Group General Manager (Lignite) of the company whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.
- 1.2.3 The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
- 1.2.4 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract.
- 1.2.5 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.2.6 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.2.7 Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.2.8 General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2.9 The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
- 1.2.10 No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.2.11 No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorised representative of the parties, to the contract.
- 1.2.12 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

SECTION- II

INSTRUCTION TO TENDERERS

2.1 Instructions to the Tenderer & General Conditions

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

quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

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

2.2 Tender Procedure

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e-Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

2.3 Tender Document Fee

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

2.4 E-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge of Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with

- d) physically submitted payment, RSMML reserves the right to reject the bid summarily. Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

ONE BID PER TENDERER

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

COST OF BIDDING

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

GENERAL INSTRUCTIONS FOR FILLING THE TENDER

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

CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- 2.12 Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- 2.13 The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance

with the tender documents, which may be made in by any of its employee, representatives or agent.

- 2.14 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

PRE BID MEETING

- 2.15 RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the tenderers on this tender document. The meeting will be held at Corporate office, Udaipur on 03.07.2019 at 11:00 AM.
- 2.16 Tenderers are also advised to send their queries/clarifications in advance and addressed to the Group General Manager, SBU & PC- Lignite, RSMML, Khanij Bhawan, Tilak Marg, Jaipur (E-mail : jaipur.rsmml@rajasthan.gov.in) so as to reach him at least seven (7) days before the scheduled date of the pre bid meeting. A copy of this communication should also be endorsed to the Group General Manager (Cont.), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001 (contractsco.rsmml@rajasthan.gov.in).
- 2.17 Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However the tenderers are requested to confirm their participation.

ADDENDA/CORRIGENDA

- 2.18 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 2.19 Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

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

1	Form A	Letter for submission of Tender
2	Form B	General information about the tenderer
3	Form C	Bank details of tenderer for RTGS
4	Form D	Exceptions & Deviations However, it will be desirable that deviations are avoided as far as possible and price bid be made based upon the

		tendered terms & conditions. Exception and deviations made elsewhere in the bid shall be ignored.
5	Form E	Proposed Site Organization
6	Form G	Declaration for Inspection of Site
7	Form H	Affidavit in respect of litigation/ suspension etc
8	Annexure-H	Documents in compliance of The Rajasthan Transparency in Public Procurement Rules, 2013
9	Power of Attorney in favour of the authorised representative signing the tender	
10	In case of Joint Venture, the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture for participation in this bid.	
11	Copies of instruments (DD/BC/BG/E-payment) in support of Tender Fee, Processing Fee & EMD which are deposited in original.	
12	Copies of Documents in support of the Pre-qualifying criteria.	
13	Duly sealed and signed scan copy of tender document	

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

2.23 **PART-II Price Bid' (BOQ)**

(a) The 'Price Bid' shall be submitted online in the prescribed format. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-F, for quoting the price offer. Bidders are advised to download the prescribed BOQ file available on the <https://eproc.rajasthan.gov> & fill the rates as instructed. In case the bid in any other format/alteration was uploaded by the bidder, the same is liable to be rejected and will not be considered for evaluation.

(b) The rates are to be quoted in Rupees as per the price format.

(c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

- (d) The rates of remuneration to be quoted by the tenderer in Form-F of price bid as per BOQ should be including all taxes, duties and levies except GST and shall be firm & fixed for entire contractual period. The rates should be inclusive of Diesel cost also. The applicable & frozen rate of diesel has been mentioned in this tender document.

EVALUATION OF PRICE BID

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

- (a) The lowest tenderer (L-1) shall be decided on the basis of total value of work so computed for respective quantity & rate quoted in the price bid BOQ for item no 1 (a) and 1 (b) (ie removal of OB, raising and loading of lignite etc from GB-II & Jalelo pit respectively) only. The total value shall for deciding L-1 shall be worked out as Quoted Rate of GB-II X Lignite Quantity of GB-II plus Quoted Rate of Jalelo X Lignite Quantity of Jalelo.
- (b) The rate of transportation of sized lignite upto power plant and unloading at stock yard etc is also required to be quoted in item no 2 of price bid BOQ. However, the rate of this item no 2 shall not be considered, for deciding the lowest bidder. The quantity for this item no 2 mentioned in the BOQ is therefore one MT only.
- (c) In case the rate of this item no 2 offered by lowest bidder (L-1) is higher than rate quoted by any other bidder, then the lowest bidder shall be required to rationalise the quoted rate in the bid for this item no 2.
- (d) Here, it should be noted that the above process of evaluation is specifically for comparative evaluation of offers only. However, contractor shall be required to execute actual quantities as per requirement of the Company and shall be paid for the actual work done on the rates awarded.
- (e) The total contract value shall be determined as under:

Total contract value = GR X GQ + JR X JQ + PR X PT where

GR = Rate awarded for item no 1(a) ie removal of OB, Lignite excavation, Loading etc for GB-II pit.

GQ = Estimated Quantity of Lignite Excavation for GB-II pit.

JR = Rate awarded for item no 1(b) ie removal of OB, Lignite excavation, Loading etc for Jalelo pit.

JQ = Estimated Quantity of Lignite Excavation for Jalelo pit.

- PR = Rate awarded for item no 2 ie Lignite transportation etc upto
Power Plant
PT = Estimated Quantity of Lignite Transportation

DEADLINE FOR SUBMISSION OF BIDS

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

LATE BIDS/Delayed Bid

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

OPENING OF THE TENDER

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

EXCEPTIONS AND DEVIATION

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

BID SECURITY (Earnest money)

- 2.30 The tenderer must pay bid Security as per DNIT in the form of crossed demand draft (having validity of three month) in favour of "RSMML" and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected.
- 2.31 In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 6 months issued in favour of RSMML by any Public Sector Bank (Except SBI Bank) or ICICI/HDFC/AXIS Bank having its branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG. Original BG for bid Security shall be required to be deposited by the tenderer on or before the last date of submission, failing which the bid shall be liable to be rejected.

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

NAME : RAJASTHAN STATE MINES AND MINERALS LTD
BANK NAME: IDBI BANK
BRANCH: SAHELI MARG, UDAIPUR
ACCOUNT TYPE: CURRENT
ACCOUNT NO. 050102000002202
IFSC CODE: IBKL0000050

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

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

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

- i If the tenderer withdraws or modifies the offer after submission of the tender.
- ii If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- iii If the successful bidder does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- iv If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
- v If the successful bidder fails to commence to work within the stipulated period.
- vi In case of forfeiture of EMD & GST shall be deposited by the company and bidder shall not be eligible to claim input tax credit on this GST amount.

VALIDITY

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

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

EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 2.36 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) Meets the eligibility criteria.
 - ii) Has been properly signed;
 - iii) Is accompanied by the required securities; and
 - iv) Is substantially responsive to the requirements of the Bidding documents.
- 2.37 A substantially responsive Bid is one, which conforms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- 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.

EVALUATION OF TECHNO-COMMERCIAL BID

- 2.38 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may other wise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 2.39 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 2.40 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 2.41 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

NEGOTIATIONS

- 2.42 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer,

then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

- 2.43 In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 2.44 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

CORRECTION OF ERRORS

- 2.45 Price Bid (Part – II) of substantially responsive bidders will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:
- 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.
- 2.46 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

PROCESS TO BE CONFIDENTIAL

- 2.47 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.
- 2.48 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.49 The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance")
- The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

SIGNING OF THE CONTRACT AGREEMENT

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

RIGHTS OF COMPANY

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

REFUSAL / FAILURE

- 2.54 In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Bid security /Security Deposit .

CODE OF INTEGRITY & CONFLICT OF INTEREST

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

Transparency in Public Procurement Act, 2012 in support of their qualification, as per annexure given in the tender document.

APPEALS

- 2.56 Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second Appellate Authority 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 on which he feels aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

DECLARATIONS TO BE MADE & SUBMITTED BY THE BIDDER

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

INTERFERENCE WITH PROCUREMENT PROCESS

- 2.58 In case the bidder
- i) Withdraws from the procurement process after opening of financial bids;
 - ii) Withdraws from the procurement process after being declared the successful bidder
 - iii) Fails to enter procurement contract after being declared the successful bidder;
 - iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,
- Shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to Fifty Lac Rupees or ten percent of the assessed value of procurement, whichever is less.

SECTION - III SITE INFORMATION & GEOLOGY OF THE DEPOSIT

3.1 LOCATION AND ACCESSIBILITY:

The lignite deposits area of Giral lease is about 43 Km NW of Barmer town and falls under Survey of India topo sheet No.40 N/4 & 40 N/8; Giral deposit is bounded by Latitude N 26° 01' 24"- 26° 05'16" and Longitude E 71° 13' 47" - 71° 16' 43", The area includes four revenue villages i.e. Akli, Thumbli, Jalelo & Agoriya, of Shiv Tehsil in the Barmer district.

Existing mining area can be approached by motorable Pacca Road and it is connected to metal road of Bhadka-Thumbli Road. National Highway no. 15 is passing about 13 km. away from the area.

The nearest railway station is Barmer, on Jodhpur-Barmer branch broad gauge section of North - Western Railways which is about 43 kms. from the mine. Jodhpur is the nearest Airport about 200Kms. Due East of Barmer town.

3.2 PHYSIOGRAPHY:

Giral Lignite mine area is a part of the Thar desert. Area gives general appearance of a desolate country exhibits alluvial and desert sand cover. The general elevation of the area is about 214 meter above M.S.L. However; the elevation in the area varies between 212m and 228m above M.S.L. A Sand dune is bordered the north eastern side of the lease area. Small patches of sand dunes are noticed in the western side. The surface of the area is strewn with rocky fragments and gravels. Absent of prominent drainage and river is notable in the area.

3.3 CLIMATE:

This area experiences an arid type of climate. May and June are the hottest months with temperature ranging around 46°C, while December and January are the coldest months with a mean temperature of 5-7°C. The average annual rainfall is 300 mm. with maximum precipitation during SW monsoon between July to September. Variability of rainfall is quite high in the area.

In general, the relative humidity of this area is low at around 25-45% only in most of the seasons except in monsoon. In monsoon times the relative humidity ranges around 85-90%.

The general wind directions during morning & evening hours of this area are SW-NW and south eastern respectively. The wind velocity in summer months of the year exceeds 17 Km/Hr., while in winter; the wind velocity ranges from 2 to 12 km/Hr. Occasional dust storms are prevalent in summer months.

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

3.4 DEMOGRAPHY AND PRESENT SITE FACILITIES:

The main human settlement around the area are villages, Giral, Thumbli, Akli, Jalelo & Agoriya with thin population. Highest literacy rate is in Village Thumbli & the main occupation is agriculture. There is a Middle schools in Thumbli and Middle school in Jalelo. Medical facilities are available at Village Thumbli and Bhadka located at a distance of 1.5 km. south and 14 Km S-E of the deposit respectively. Tehsil HQ Shiv is located at about 15 kms. NE of the mine having postal facilities, Barmer Tehsil is about 43 Km. SE of area.

3.5 SOIL STATUS:

The soil in the project area is dominantly coarse textured covered with loose sand, hummocks and dunes. The climate conditions and the topography of the area are not conducive to the formation of soil and its preservation. Present land surface is covered by a veneer of sand and gravel/rocky fragments having reddish, greenish, yellowish, & blackish colours. Thus, the soil is thin and at places due to salinity in soil it is poor in quality. The corresponding vegetation too poor. Due to Bentonite & clays encountered at depths Water infiltration and transmission is poor.

3.6 CULTIVATION STATUS:

The entire area around village Giral is predominantly used as grazing land when grass is available. Most of the time it remains as a fallow land. There is no forest or vegetative cover at all. Due to arid environment the area supports very scanty vegetation and cultivation except on occurrence of good monsoons when Bajra becomes the main crop of Kharif season.

3.7 GROUND WATER:

Formations in Giral block are mostly argillaceous therefore do not contain much ground water. However, perched water tables locally developed may yield water for limited period. Quality of underground water at Giral area is not potable There is no well available in this region. Water supply arranged from RSM tube-well working near Nimla villages at around 9 kms from Giral Mines.

3.8 LOCAL GEOLOGY OF GIRAL LIGNITE AREA:

Based upon the exploration carried out by GSI, MECL & e-RSMDC, the major part of the area under reference is occupied by early tertiary group of rocks from early Eocene age (Akli formation). However, most of the area is covered by the alluvium. The top most horizon consists of aeolian sand or wind blown sand.

On the basis of available bore hole data of Giral areas, the Stratigraphic succession in the area is as given below:-

Age	Formation	Lithology
Recent	Sand	Wind Blown Sand
Post-pliocene	Kapurdi	Bentonite, Varigated and dull white clays,
Mio-Pliocene	Mandai	Calcareous sand Stone, Conglomerate as small out crops,
Early Eocene	Akli	Greenish Grey Clay enveloping carbonaceous zones, Glauconitic Sand stones /Sand

3.9 STATUS OF LAND AND SANCTION OF MINING LEASE ETC:

The Company has completed land acquisition. Mining plan has been approved by Ministry of Coal, GOI and environment clearance & mining lease have also been obtained. It is a running mine.

The Company will provide the work front in part of full immediately after it is available with it. The delay in providing working areas will not form basis for any dispute or claims. The company, if necessary, will suitably either modify date of commencement of work or extend the period of contract. This shall not however, be a right of the contractor to demand it.

3.10 EXPLORATION AND INTERPRETATION

The lignite deposit of Giral sub- basin is spread over an area of approximately 24.00 square kilometers, covering part of Giral, Jalelo & Thumbli villages. The detailed exploration was confined to these villages only. Three separate blocks namely Giral, Jalelo and Thumbli were identified by such exploration, carried out by GSI, MECL and erstwhile RSMDC.

The data so obtained were further got synthesized by RSMML through M/s. GMICS for preparation of detailed Mine Plan etc. The basis for estimation of mineable reserves for all the three blocks were as follows:

- | | | |
|-----|--|-----------|
| (a) | Minimum mineable thickness of lignite seams- | 0.30 Mts. |
| (b) | Minimum Separable Inter-burden of waste/parting- | 0.10 Mts. |

Based on the above value interpretation, the balance mineable /economical reserves of the Giral mine as on 01/01/2019 are 26 million tonnes approximately.

SECTION-IV

SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT

4.1 AREA COVERED IN THE SCOPE OF WORK

The mine lease area (total) relating to the scope of work in this tender document is bound by:

Latitude : N 26° 01' 24" to N 26° 05' 16"
Longitude : E 71° 13' 47" to E 71° 16' 43"
falling under Survey of India topo sheet No.40 N/4 & 40N/8.

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

4.2 SCOPE OF WORK

4.2.1 Description of main work

Providing machines like Hydraulic Excavators (0.9 cum to 3.5 cum range bucket capacity), Dumpers/ Tippers (25 MT and above carrying capacity), grading equipments and other ancillary equipments like Dozers, Front End Loaders, Backhoe excavators, Drills, Motor Graders, Water Sprinklers etc., commensurate with the work and providing operators and other staff for operations of equipments for following works:

- a) Removal of top soil from the active mining area up to a thickness of 0.50 to 1.0 meters, or more if encountered so, except at places where top soil has been removed, and stacking it separately or spray it over back fill dump/surface dump at a designated place as per progress of the mine development and directions of the Engineer-in-Charge. This activity shall precede the excavation and removal of overburden.
- b) Excavation of overburden (OB) (like soil, kankar, fullers earth, clay, sandstone, shale etc. as intercalations and including inter burden between lignite seams) through drilling and blasting, if necessary, so as to expose the lignite seams successively; and transporting, dumping, dozing, leveling the OB/IB with all leads and all lifts involved at leads upto 1.5 Km (maximum average distance one side) for GB-II pit and Jalelo pit; at sites as per enclosed plans and sections and as per directions of the Engineer-in-Charge given from time to time including initial formation of OB/ dump ramp. The entire OB/IB shall be dumped inside the pit as backfilling at designated places. The overall slope of the dumps should not exceed 27°.
- c) Excavation of lignite seams exposed after removal of overburden & inter-burden and transporting the lignite to the surface loading point

using own dumpers/ tippers, unloading to make separate stock piles for both pits, water sprinkling, monitoring for temperature and reloading lignite into the trucks of the buyers. This includes creating access ramps up to the lignite loading point for safe movement of buyer's trucks & dumpers for loading of lignite. For loading of lignite suitable size of backhoe excavators shall have to be deployed. The approximate average distance of such surface loading point for each pit is 1.5 KM (one side including all lead and lift).

- d) After extraction of lignite within it, whole or part of the overburden shall be back filled in the excavated pit and shall be leveled after dozing, grading etc so as to maintain natural ground profile as per instructions of Engineer-in-Charge. A tentative schedule of excavation (OB+IB+Lignite) has been provided at Annexure-A. This can vary as per site requirement and the contractor shall have no dispute in this regard.
- e) Re-spread the topsoil removed as per clause 4.2.1 (a) hereinabove on stabilized outside dumps and the topsoil of advancing OB faces to be transported back to the back filled areas and over leveled-overburden dumps so as to restore the original ground profile.

Description of Work for Item No 2 of price offer

- f) Excavation of lignite seams exposed after removal of overburden & inter-burden and loading of the only sized (-250 mm) lignite, having calorific value in the range of 2500 to 2940 K.Cal/kg on daily basis (based on insitu cutoff calorific value 2500 KCal/Kg), into own dumpers / tippers and Transportation of such lignite in dumpers / tippers upto Power Plant Stock yard located at an average distance of approximately 3.5 Km from GB-II/ Jalelo pit (one side average distance for both pits) & then its automated /mechanized unloading & leveling etc. as per directions of the Company.

For the purpose of supply of lignite to power plant only lignite boulders of size (-) 250 mm shall be loaded and transported to power plant. The Contractor shall make necessary arrangements and keep adequate precautions while loading and transporting the lignite to Power Plant and shall ensure that size of boulders is strictly (-) 250 mm size. In case, oversized lignite is transported to the Plant site then the contractor shall make immediate adequate arrangements at Plant site for sizing of transported lignite at its own cost. For this purpose, whatsoever equipments/activities are required the same would be deemed to be a part of this item of work. This includes creating access ramps up to the lignite benches for safe movement of dumpers & tippers for loading of lignite and unloading arrangement at power plant stock yard. For loading of lignite suitable size of backhoe excavators shall have to be deployed.

Note : The scope of work will include all other activities whether explicitly mentioned in the tender document or not, but are required to be undertaken to accomplish the tendered work at no extra cost to the company.

4.2.2 Description of work related to Mine Closure Activities

It will be the responsibility of the contractor to ensure that the protective measures contained in the Mine Closure Plan including reclamation and rehabilitation are carried out as per the scope of work and satisfaction of EIC. The mine closure activities are continuing activities and most of the activities like backfilling of mined out area, rehabilitation of land, top soil management and maintaining of other parameters of mines have already been defined in the scope of work at above. The other activities needed for mine closure in this tenure of contract have been defined below and will be part of scope of work at no extra cost to the Company.

- a) Barbed wire fencing around the OB Dump & Pit.

The Contractor shall be responsible to construct and maintain 1.2 metres high GI barbed wire fencing with 1.8m angle iron posts 40mm x 40 mm x 6 mm placed every 3 metres center to center founded in M-15 graded cement concrete 30cm. x 30cm. x 60cm. 0.6 metre below ground level, every 15th post, last but one end post and corner post shall be struted on both sides and end post on one side only and provided with 9 horizontal lines and 2 diagonals interwoven with horizontal wires, fixed with GI staples, turn buckles etc. complete as per MORTH specification Clause 807, at all around the pit and surface dump during the contract period for safety of pit and dump as well as nearby localities. The approximate length of fencing around the GB-II & Jalelo pit is 5.0 Km & 3.7 KM respectively in length and around surface dump is 2.0 KM in length. The construction of fencing shall be undertaken regularly as per condition of OB Dump & Pit and as per directions of EIC.

- b) Garland drain and siltation pond around the dump.

The Contractor shall be responsible to construct and maintain at its cost proper and adequate garland drain (1.5 KM length X 1.5 m width X 1.5 m depth) around surface dump & construct and maintain 20 numbers siltation ponds of size 20m X 20m X 3m) to arrest silt and sediments flowing from OB dump. The construction of such garland drain & siltation pond shall be undertaken as per direction of Engineer In-charge, failing which the same shall be undertaken on the risk and cost of the contractor. The garland drain and siltation ponds shall be required to be maintained regularly as and when the same get filled with mud/ silt / sediments etc

- c) Toe wall around the dump.

The Contractor shall be responsible to construct and maintain at its own cost toe/ retaining wall of appropriate height (2.0 m) and 1.0m width & 1.2 KM in length above ground with Random Rubble Masonry (RRM) in mud

mortar around the OB dump as per enclosed drawing & direction of Engineer In-charge.

d) Plantation as a part of rehabilitation

Plantation Work- Plantation of saplings in the reclaimed area/dumps and places as per directions of Mines Manager/officials including barbed wire fencing of plantation area, digging of suitable pits for plantation, watering, providing cow/goat dung-manure and insecticide, pesticides, fertilizer, watch & ward and security thereof to ensure survival and regular growths of plants. Plant saplings, manure and other insecticide etc. including transportation of water, watering etc. and manpower for the same shall be the responsibility of the contractor at no extra cost to the company. Around 13,000 nos. of plants every year will be required to be planted and with 70% survival rate to have 45,500 plants at the end of contract. In case of failure to complete above plantation work, the company shall be at liberty to get the work done at the risk & cost of the contractor and the amount so spent shall be recovered from the due payment/ SD of the contractor. The species of plant, saplings etc. shall be as per the directions of the company. Penalty for such default shall be Rs. 500/- per plant which shall be recovered at the end of every contractual year for plants below 9100 nos. of that year and shall be recovered every year till the short-fall is made up by the contractor in subsequent years to that year(s).

Further in addition to the above plantation work, the contractor shall also be required to maintain existing plantation of around 34,000 plants (or number of plants handed over at the commencement of contract) at no extra cost to the company. Regular watering, fertilizer, pesticides, watch & ward, security, plantation of new sapling in case of dried up plant etc shall be the responsibility of the contractor and it shall ensure survival and regular growths of old plants also in addition to plantation carried out by him. Penalty for any default on this account shall also be Rs. 500/- per plant which shall be recovered at the end of every contractual year for plants below the 34,000 (or handed over plants) numbers of plants.

e) Reimbursement of Cost of Mine Closure Activities

The amount for the cost incurred by the contractor on the works prescribed in clause no. 4.2.2 (a), (b) & (c) above shall be reimbursed to the contractor after completion of the work or its part in accordance of the executed quantity and unit rate of each item (as per G schedule based on PWD BSR-2016 Road Barmer Circle) on submission of duly verified MB by EIC. The unit rates are as mentioned below:

- a) Rs 246/- per meter for the prescribed work of Barbed wire fencing around the OB Dump & Pit as mentioned at sub-clause a) above.
- b) Rs 101/- per cum for the prescribed work of Garland drain, siltation pond around the dump & Toe wall around the dump as mentioned at sub-clause b) above.

- c) Rs 1187/- per cum for the prescribed work of Random rubble stone masonry as mentioned as mentioned at sub-clause c) above.
- d) If the work is not undertaken or not completed by the contractor, then company would impose penalty for non completion of any work / part thereof @ 200% of its value in accordance with the unit rate and quantity mentioned above. No claim on whatsoever ground shall be admissible on this account.
- f) The contractor shall undertake all the works related with mine closure plan in the course of doing mining activities and shall provide year wise expenditure for the works undertaken for mine closure activities at the end of each financial year in the following format.

Financial Yearwise Detail of Expenditure Incurred on Mine Closure Work at GB-II/Jalelo pit of Giral Lignite Mine, Barmer

Activities/ work to be done	Quantity	Expenditure Incurred in Lac Rs
Rehabilitation (Backfilling) and leveling		
Top Soil Management (Transportation, Separate stacking and re-spreading on dump & backfilled area)		
Barbed wire fencing around the dump		
Barbed wire fencing around the pit		
Garland drain around dump		
Construction of Siltation Ponds		
Rehabilitation (New plantation and maintenance of old Plantation)		
Toe wall around the dump		
Supervision and implementation of Activities		

4.2.3 Allied & Preparatory Works

- a) In case the contractor needs to construct or create site facilities, the company shall provide appropriate land during the contract within the mine lease area at no extra cost.
- b) Installation and maintenance of power line within the mine premises and to its site facilities shall be the responsibility of the contractor. The contractor shall make arrangement for lighting in and around the pit and on the dumps where the mining operations are being carried out. The mine lighting shall be upto the standard laid down in CMR-2017 and DGMS circulars/ notifications as per Annexure-C in this regard.

- c) Due to safety or any other reasons, the contractor is required to load lignite excavated in the trucks of buyers at surface instead of pit bottom. The excavated lignite from both pits shall be required to be lifted from pit bottom upto surface by the Contractor by deploying its dumpers/tippers and unloaded/ dumped at separate stockpiles/ loading points on surface. Lignite, which is dumped at the surface shall be required to be kept moist at all the time by way of sprinkling of adequate/ required quantity of water to prevent spontaneous heating of lignite and shall be required to be monitored for temperature, by the Contractor.

For dispatches of lignite to the buyer, lignite shall be loaded into the trucks of the buyers by the Contractor and the weight of that lignite finally dispatched to the buyer would be considered as the lignite produced by the Contractor for the purpose of payments. Suitable truck movement area/path and loading arrangements shall be required to be maintained and provided by the contractor for this purpose.

Contractor shall take due care to load the lignite according to capacity of vehicle (market trucks) as mentioned on weighbridge slip. During loading/ weighing of lignite, if any vehicle was found overweight or underweight in respect of capacity of vehicle/ weight slip, then excess/shortage of lignite shall be required to be unloaded or loaded as the case may be.

Due care shall be taken by Contractor that lignite of each pit is stacked in its respective stock pile/ loading point and not interchanged. The locations of such points is earmarked on the key plans attached with the document. The overall average distance of each loading point from respective pit bottom is around 1.5 Km. The activity of transporting the lignite upto surface, unloading/ reloading/ water sprinkling/ monitoring etc is part of scope of work and no separate or additional remuneration is payable for such work.

4.2.4 Construction & Maintenance of Roads, Footpaths, etc.

- a) The contractor will be responsible at its own cost and expenses for construction and maintenance of gravel haulage roads within the mining pit and within the mine lease area at the surface, and also to take up repair & maintenance of all Road/Paths within mine boundary, as & when required. The haul roads, wherever required shall be constructed to allow un-interrupted movement of trucks for loading of lignite having alignments and specifications approved by the company. The company reserves full rights to use such roads, which are, constructed by the contractor without any liability whatsoever devolving on the company.
- b) The contractor shall make arrangements at its own cost & expenses for sprinkling of water on haul roads, mining faces, dump yards, etc. and

take adequate precautions for dust suppression. All other environmental aspects shall also be taken care of as per applicable laws & rules thereof.

- c) Water for dust suppression, cleaning, drinking etc, shall be arranged by the contractor at its own cost and expenses. Contractor shall arrange for dust suppression round the clock in all the working areas through atleast 24 trips of 10 KL water sprinklers (2 Nos. atleast). For each such default, compensation @ Rs.500/- per tanker (10 KL quantity) would be recovered from the contractor's monthly bills.
- d) Wherever, the village roads come under active mining/ lignite transportation/ OB dumping route etc, the contractor shall provide an alternate pathway at a safe distance and away from mining operation/village roads as per requirements at his own cost.
- e) Wherever, it is required to dump the OB/IB at places other than backfilling areas, the contractor shall undertake the same without any extra cost to the Company, as per requirement and directions of Engineer-Incharge.

4.2.5 Drilling & Blasting

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

4.2.6 Dewatering & Pumping

- a) The contractor shall make its own arrangements for pumping out water from the pit so as to keep the pit dry, at no extra cost to the company. Adequate arrangements for preventing surface rain water inrush into the pit shall also be made by the contractor. Sub-surface water will be taken care of by pumping it out at contractors cost. Pumping arrangements for maintaining the pit dry will have to be made by the contractor at its own cost & expenses. Adequate drainage arrangements by installing suitable capacity pumps and pipe lines and construction of sump / sumps will be made by the contractor at his cost for drainage of sub-surface and rain water within the pit and outside the pit up to the disposal site. Disposal site will be on the north-eastern side of the pit and discharge point will be decided by the Engineer In charge. However, the discharge point will be within the

mining lease area only. Necessary ground water data should be properly looked in to by the contractor at his / its end. It will be the sole responsibility of the contractor to keep the pit dry so to ensure uninterrupted mining operation, irrespective of quantum & quality of water that is encountered in the course of execution of the Contract. The disposal of water, as & when made will be keeping in view the environmental laws & other relevant aspects.

4.2.7 Measures against fires & spontaneous heating of lignite

Contractor shall not uncover and keep the lignite faces exposed for a long time to prevent spontaneous heating of Lignite. A thin layer of sand / soil shall be left over the exposed lignite benches. This sand / soil / layer should be removed at the time of extraction and loading of lignite. Spontaneous heating and fires in lignite dumps should be controlled by proper stacking. Heating spots and fire sites should be watered regularly / continuously as necessary. The contractor shall have atleast 4000 liter capacity fully equipped fire tender for regular watering sprinkling on lignite faces, surface loading points etc to prevent spontaneous heating.

4.2.8 Quality Control of lignite

- a) The contractor shall exercise due care to excavate lignite clearly and without any inter mixing with overburden / inter burden material. It should be clearly understood that prime objective of raising lignite is to supply good quality lignite to its customers and to feed the lignite to the power plant for power generation. Consistency in quantity & quality of lignite in supply on day to day basis to customers and to the power plant including sized lignite (-250 mm) is to be ensured by the contractor.
- b) The contractor shall arrange raising of lignite in such a manner that a consistent quality of lignite is made available for dispatches (in the range of 2500 to 2940 K.Cal/kg). The cut off grade for dispatches shall be 2500 K.cal/Kg. on daily basis and insitu. Lignite having calorific value less than the cut off grade shall not be construed as saleable lignite & shall not be paid for.
- c) In case of supplies to power plant, seam wise composite samples of lignite shall be drawn jointly from the mine faces for analysis, well in advance of actual excavation. The samples so analyzed shall be used for organizing the lignite excavation programme, so as to maintain the required despatch quality of lignite. In addition for determinations of party-wise despatch quality if any, the lignite loaded into the trucks shall be jointly sampled, in appropriate batch size, before despatches.

- d) In case the company finds it appropriate, the quality control system can either be off loaded to a third party analyst or company shall undertake it at its laboratory. The quality control programme shall be decided by the company and shall be binding to the contractor. The contractor shall not raise any dispute whatsoever.
- e) In case, any mineral other than lignite is encountered, the Contractor shall have to excavate such mineral separately and cleanly from overburden/interburden and transport by its own dumpers/ tippers, unload and spread or stack separately at separate surface stock yard(s) earmarked by the Engineer Incharge. The work for such separate stacking of such mineral is part of the work and no additional remuneration shall be payable for the work undertaken.

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

4.3 Mine Design Parameters

While mining at GB-II/Jalelo Pit of Giral Lignite Mines, the contractor shall adhere to the mine design parameters as detailed below

Mine Design Parameters(GB-II Pit)

	Particulars	Unit	Value
A.	Pit Slope Geometry		
	i. Final slope excavation angle		
	a) (On extreme Western & Northern walls of the pit).	Degree	Not steeper than 18°26' (1 in 3) and as per drawings
	b) (On extreme Eastern & Southern walls of the pit).	Degree	Not steeper than 27° (1 in 2) and as per drawings
	ii. Progressive slope excavation angle on all high walls.	Degree	Not steeper than 18°26' (1 in 3) including 2- Nos. of Safety Berm not less than 35 meter in width and as per drawings

B.	Bench Design Parameters		
	i. High wall Benches a. Height of Benches b. Face slope angle c. Width of bench	Meters Degree Meters	3.00 70° 09.09 (Minimum and including slope of bench).
	ii. Ultimate pit benches On Western & Northern Wall a. Height of Benches b. Face slope angle c. Width of bench	Meters Degree Meters	3.00 70° 09.09 (Minimum and including slope of bench).
	On Eastern & Southern Wall a. Height of Benches b. Face slope angle c. Width of bench	Meters Degree Meters	3.00 70° 6.09 (Minimum and including slope of bench).
C	Back Filled Dumps i. Max. overall slope of dumps ii. Height of each lift iii. Clearance between the toe of dumps & Lignite working face iv. Width of each bench	Degree Meters Meters Meters	27° 12.00 50.00 (Around) 24.00 (Around)

Mine Design Parameters (Jalelo Pit)

	Particulars	Unit	Value
A.	Pit Slope Geometry i. Final slope excavation angle (On extreme Northern, Eastern & Western walls of the pit).	Degree	Not steeper than 18°26' (1 in 3) and as per drawings
	ii. Progressive slope excavation angle on all high walls.	Degree	Not steeper than 18°26' (1 in 3) including 2- Nos. of Safety Berm not less than 35 meter in width and as per drawings
B.	Bench Design Parameters		
	i. High wall Benches a. Height of Benches b. Face slope angle c. Width of bench	Meters Degree Meters	3.00 70° 09.09 (Minimum and including slope of bench).
	ii. Ultimate pit benches On Northern, Eastern & Western Wall a. Height of Benches b. Face slope angle c. Width of bench	Meters Degree Meters	3.00 70° 09.09 (Minimum and including slope of bench).

C	Back Filled Dumps		
	i. Max. overall slope of dumps	Degree	27°
	ii. Height of each lift	Meters	12.00
	iii. Clearance between the toe of dumps & Lignite working face	Meters	50.00 (Around)
	iv. Width of each bench	Meters	24.00 (Around)

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

4.4 Final Dressing

Final dressing of the bench floors and bench faces shall be done by the contractor as per the scope of work and the drawings provided for "End of year-5" bench configuration. All over-hangs and loose rocks shall be dressed down and floors be cleaned up. All haul roads and access roads would be in good condition for further vehicular movement.

4.5 ESTIMATED QUANTITIES OF EXCAVATION:

4.5.1 The following tables show the estimated quantities of waste and saleable lignite to be excavated annually from GB-II & Jalelo Pit of Giral Lignite mine:

GB-II Pit

GB-II	I YEAR	II YEAR	III YEAR	IV YEAR	V YEAR	TOTAL
Excavation of OB/IB in Lac CuM	71.05	52.98	77.42	26.70	32.34	260.49
Excavation of Lignite in Lac MT	3.07	2.79	3.17	3.05	2.98	15.06
OB: Lignite Ratio (CuM: MT)	23.14	18.99	24.42	8.75	10.85	17.30
Cumulative OB In Lac CuM	71.05	124.03	201.45	228.15	260.49	
Cumulative Lignite In Lac MT	3.07	5.86	9.03	12.08	15.06	
Cumulative OB: Lignite Ratio (CuM: MT)	23.14	21.17	22.31	18.89	17.30	

Jalelo Pit

Jalelo	I YEAR	II YEAR	III YEAR	IV YEAR	V YEAR	TOTAL
Excavation of OB/IB in Lac CuM	91.21	79.28	68.15	77.21	61.83	377.68
Excavation of Lignite in Lac MT	4.40	5.04	4.30	4.51	4.23	22.48
OB: Lignite Ratio (CuM: MT)	20.73	15.73	15.85	17.12	14.62	16.80
Cumulative OB In Lac CuM	91.21	170.49	238.64	315.85	377.68	
Cumulative Lignite In Lac MT	4.4	9.44	13.74	18.25	22.48	
Cumulative OB: Lignite Ratio (CuM: MT)	20.73	18.06	17.37	17.31	16.80	

Note:-

- a) The excavation and removal of waste and mining of lignite shall have to be carried out as per the plans enclosed in Annexure - D, time schedule, and sequence of operations as per directions of the Engineer-in-Charge.
- b) The quantity of lignite indicated is 'insitu' and calculated considering insitu specific gravity of lignite as 1.20 Tonne/CuM.
- c) The Contractor shall have to deploy equipment of adequate capacity and adequate number to handle above quantities. The desirable/envisaged equipments to be used in the areas under scope of work has been given in Annexure-I.
- d) The quantities of Lignite mentioned in the contractual schedule are indicative and tentative and in case of decrease in lignite quantities during execution of contract due to lower sale/ demand of lignite and/or lower recovery of lignite reserves, the Contractor shall not raise any claim and dispute on this account. However, compensation on shortfall in quantities on this account shall also not be levied as prescribed in the tender document.
- e) The actual cumulative OB/IB removal and actual cumulative lignite dispatched ascertained at the end of the contract shall not be more than the cumulative target of OB/IB and lignite provided in the contract schedule. In case, the contract is extended and additional quantities of lignite are awarded, the formula for calculation of cumulative payment of lignite dispatched will be modified by additional lignite and OB/IB as per the overall stripping ratio provided in the contract schedule.
- f) In case, the design parameters of the mine as stipulated in the plans enclosed are required to be changed on account of safety reasons and/or as per the directions of the statutory authority, the contractor shall have to undertake the same without any claim whatsoever on account of such changes.
- g) In case of extension of the contract beyond 5 years, yearwise quantity of excavation of Lignite & overburden/Inter burden and OB+IB to Lignite ratio thereof will be prescribed by the Company.
- h) The excavation quantity also includes 10,000 CuM (10 Km X 1 meter X 1 meter) of trench to be constructed around land acquired by Company at Giral phase-III. The trench excavation shall be undertaken by contractor as per directions of EIC and during the first year of contract.

4.5.2 The company reserves the right to vary the quantity of lignite and commensurate waste, indexed to the envisaged OB:Lignite Ratio of the respective years, to be excavated in any particular year, during the pendency of the contract without any compensation. Due notice of 30 days in writing shall be given to the contractor in case the company decides to do so, to enable the contractor to make necessary arrangements.

4.5.3 The quantity of lignite transportation upto power plant mainly depends upon successful operation of power plant. As on date the Power Plant is not in operation and may or may not resume its operations. Depending upon the lignite to be actually consumed by the power plant, the quantities may vary in different periods and such quantity of lignite transported may be reduced by the Company to any extent as warranted by the operation of power plant by giving due intimation to the contractor at different times. The company

shall not be made liable for any damage and/or compensation for idling of any of the equipment/and manpower for this reason whatsoever.

- 4.5.4 During the planned shutdown of power plant, if power producer suspends the intake of lignite, then company may also suspend/ reduce raising of lignite by the contractor. Similarly during breakdowns of power plant, transportation of lignite can be suspended/ reduced by the Company, however, other works like removal of OB, sale of lignite to other customers etc may be kept continued. No compensation on this account (suspension/reduction of raising/ transportation of lignite) shall be admissible to the contractor. Bidders may please note that operation of Power Plant is suspended by RVUNL since Jan 2016.

4.6 SPECIAL CONDITIONS OF WORK:

- 4.6.1 The contractor shall not engage any contract labour within the purview of the contract labour (Regulation & Abolition) Act 1970, but shall carry out the work with the workmen, who are on the regular rolls of his company. Further, the contractor shall obtain all necessary licenses/ permissions/ consent/ exemption under applicable local & other laws, including under the contract labour (Regulation & Abolition) Act 1970.
- 4.6.2 The contractor shall exercise due care to excavate lignite cleanly and without any inter mixing with OB/IB material. Similarly, care shall be taken by the contractor to avoid mixing of saleable lignite with Inter-calation of Lignite and Carbonaceous Clay / or any other mineral occurring below and above lignite. Whenever such Inter-calation of Lignite and carbonaceous Clay or other mineral is encountered, the Contractor shall have to excavate such lignite/mineral separately and cleanly from overburden and transport by its own dumpers/ tippers, unload and spread or stack separately at separate surface stock yard(s) earmarked by the Company.
- 4.6.3 For workings beyond day light hours, the contractor shall make adequate arrangements of lighting at all working points at his own cost. The Engineer-in-Charge may permit raising & transportation of lignite in night. Mines illumination shall be as per the standards provided in the Indian Electricity Rules, CMR and DGMS circulars issued in this regard.
- 4.6.4 Contractor shall be required to maintain the safety features (as per Annexure-C) of the equipments as per the various circulars of DGMS. If any change in law and circular issued by DGMS during the currency of the contract shall be ipso-facto applicable to the contract.
- 4.6.5 The contractor shall maintain at no extra cost to the company an in-pit-rolling inventory of in situ lignite (over lain by thin OB) to the tune of approximately 50,000 metric tonnes at each pit. At the end of the contract, the contractor is under no obligation to keep such in-pit rolling inventory.
- 4.6.6 The Engineer-in-Charge may direct the contractor to increase / decrease the level of lignite raising during any period in accordance with the demand.
- 4.6.7 Modifications in the enclosed plans and sections governing working of the contractor shall be carried out at the discretion of the company to suit the actual conditions revealed during the course of operations and to meet exigencies of work without any compensation to the contractor.

- 4.6.8 Undertaking Mine Closure Activities and Plantation as described in the scope of work shall be responsibility of the contractor at no extra cost to the company except as prescribed. Penalty for any default on Plantation shall be recovered at the end of every contractual year for plants below the required survived number of plant as defined in the scope of work.
- 4.6.8 In the event of Mercantile sale, dumpers / trucks of the customers will not be retained by the contractor.

4.7 MECHANIZATION

The volume of waste and lignite to be handled annually is as per Tables given at clause 4.5.1. The contractor shall have to deploy equipments of adequate capacity and adequate number to handle these volumes. The desirable size of major equipments to be used in the areas under scope of work has been given in Annexure-B. It may, however, be noted that equipments older than 05 (five) years from the date of DLOA shall not be deployed.

4.8 METHOD OF WORK

- 4.8.1 The plant and equipment deployed by the contractor and his/its methods and organizations for handling the work shall be such as will ensure a regular and continuous production of sized lignite of required quality, which will ensure the completion of the works within the time herein specified. Further, the work should be executed strictly in conformity with the provisions of CMR 2017, Mines Act, 1952; Explosives Act, 1884 and all relevant rules, bye-laws and statutory provisions and instructions given by the company and/ or Engineer-in-Charge from time to time.
- 4.8.2 The contractor shall give the company full information in advance as to his/its plans and methodology for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities, or any of his/it method of execution of the work, appears to the company to be unsafe or inadequate or his/its organization insufficient to ensure the required quality and rate of progress of work, the Engineer-in-Charge may order the contractor to change or increase and improve his/its plant, equipment facilities, method of work, organization etc., and the contractor shall promptly comply with such orders, but failure/delay of the company to issue such orders shall not relieve the contractor of his/its obligation to secure the degree of safety, the quality of work and the rate of progress required by the contractor for execution of his/its works under the contract. The contractor shall ensure safe operation and maintenance of his plant and equipment.
- 4.8.3 The equipments which are brought to the site shall not be removed from the project without permission in writing of the Engineer-in Charge.
- 4.8.4 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.

4.8.5 On the work being awarded, the contractor shall before the start of work submit for the first six months of his/its working a detailed programme of work for approval of Engineer-in Charge. Thereafter, the contractor shall submit quarterly plans at least two weeks in advance for approval of Engineer-in-Charge.

4.8.6 The contractor shall submit a daily report of work on the following day in a proforma provided by the Engineer-in-Charge.

4.8.7 ACCIDENT AND RESPONSIBILITIES OF CONTRACTOR.

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

4.9 DRAWINGS TO BE SUPPLIED BY THE COMPANY

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

4.9.2 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 brings the same to the notice of the Engineer-in Charge. Any work done by the contractor even after discovery by him/it of such discrepancy, error, omission or ambiguity will be at the contractor's risk and cost.

4.9.3 Any work for which no specification or drawing has been prescribed or issued by the company are to be carried out by the contractor in all respects in accordance with the instructions and requirements of the Engineer-in Charge.

4.9.4 The drawing/s for the work as listed herein, is based upon the interpretation of borehole information as per exploration carried out so far by various agencies. The contractor shall not be relieved 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.

4.10 SETTING OUT WORKS

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

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

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

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

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

4.11 RESPONSIBILITIES FOR LEVEL & ALIGNMENT

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

4.11.2 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment.

4.11.3 It may be necessary at time to discontinue portions of the contractor's work in order that the Engineer-in Charge/ Surveyor may make measurements or surveys without interruptions or other interferences that might impair the

accuracy of the results. At times, on instructions of the Engineer-in-Charge the contractor shall discontinue his/its work to such extent as may be necessary for this purpose. The contractor shall not be entitled for any extra payment on account of same.

4.12 CHANGES IN WORKS

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

4.13 ALLOTMENT OF AREA FOR WORK

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

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

4.14 WORK PERSONNEL

- (a) The contractor shall maintain and provide records of all his employees including drivers, khalasies etc. entering the mines, in the register as per the provisions of Mines Rules. These registers duly maintained and updated should be kept in the office at the mines, so that the same is available for inspection by any statutory authority.
- (b) The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the applicable Act, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by these personnel. In the event the company is required to pay any sum on this account then the same shall be recoverable from the running bills and /or security deposit of the contractor.
- (c) The contractor shall comply with all the statutory provisions as per Central and /or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/ deductions from wages, unpaid wages unauthorized deductions made, maintenance of wage register/ wage slips, publication of the notice of date of payment of wages, weekly days of rest etc. and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be

made available periodically for perusal and scrutiny of the authorized representative of the Company.

- (d) In the event of default of the contractor in making such payment/s or contribution for any other reasons the Company shall make such payment/ contribution on behalf of the contractor by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/ contributions made by it on account of contractor's default. Till such time the first running account bill is raised and in case any complaint is received for non payment of wages, the Engineer-in-Charge after verification may recommend for deduction of such amount of wages from the security deposit under intimation to the contractor. The contractor shall forthwith make good the shortfall in the security deposit.
- (e) The contractor shall be responsible for the payment of all retrenchment and other compensation, if any, due and payable to the workmen employed by them. The contractor shall provide at his own cost all medical aid and other facilities like accommodation, drinking water, rest shelter etc. to their staff as per Mines Rules.

4.15 LIABILITY TO PAY COMPENSATION:

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

4.16 POWER SUPPLY

- 4.16.1 The company has subscribed 11KV HT, 140 KW power connection from Jodhpur Vidyut Vitaran Nigam Ltd (JdVVNL) at the mine site from where it shall allow the contractor to tap, distribute and use power for camp, workshop, lighting etc. Company shall provide one electrical tapping for the camp site, workshop etc. and one for each working area or lighting in mining area and dump yard. Extension of electrical supply beyond the taping point to mine pit/dumping yard shall be the responsibility of the contractor. The charges for electricity consumed by the contractor for all purposes related

to this contract shall be recoverable from contractor on monthly basis. Further, the Contractor will have to maintain power factor of 0.90 or as prescribed by JdVVNL by installing a suitable capacitors so as to avoid any penalty in the electrical bills of JdVVNL. In case if any penalty from the electricity supply agency ie JdVVNL is levied in the monthly bills, then recovery of all such penalty shall be made from the contractor from its due payments. Penalty if levied on account of poor power factor shall be recovered in the same manner as it is imposed on RSMML by JdVVNL. Failing in maintaining power factor may cause disconnection of power and company will not be responsible for any loss/damage.

- 4.16.2 The Electrification works in all the working area including campsite, workshops etc. shall be carried out by the contractor as per the provisions of the Electricity Laws, rules and regulations made there under and as per plan approved by the Engineer-in-charge. All electrical installations & wiring for electric lighting and power at camp site shall be properly installed and maintained by the contractor. Electric light and power wires shall be kept away as far as possible from telephone or signal wiring or wires used for firing blasts. Suitable electric meters, fuses, switches, etc. wherever found necessary, and/or advised and/or required by the Engineer in charge from time to time shall be provided by the contractor at its own cost.
- 4.16.3 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 Company shall not entertain any claim on this account. If at any time during the currency of the contract any illegal connection and / or unauthorized connection is found, the contractor shall pay the penalty as assessed by the Engineer-Incharge/JdVVNL, and that will be final and binding to the contractor.
- 4.16.5 The contractor can also make its own arrangement for electric supply as required to complete the work as per scope of work. Company may issue an NOC to JdVVNL (if needed) for releasing connection to the contractor. All cost for electric connection and consumption of power shall be borne by the contractor. Extension of electrical supply to mine pit/dumping yard etc. shall also be the responsibility of the contractor. All statutory approvals as applicable to electrical installations shall be obtained by the contractor at its own cost.
- 4.16.4 The contractor shall be entitled to remove all the electrical installations owned by him after completion of the entire contract work at his/their own cost. The contractor will have to obtain 'no dues certificate', in this respect and also for permanent power connection, from the JdVVNL and submit the same to Engineer-in-charge.

SECTION V SECURITY DEPOSIT

5.0 SECURITY DEPOSIT

- 5.1 The successful bidder shall furnish a security deposit of 10% of contract value in the following manner:-
- a) The Bid security deposit shall be refunded after submission of Bank guarantee of required amount towards security deposit.
 - b) Bank Guarantee (B.G.) amounting to 5% of the value of contract in favour of the Rajasthan State Mines & Minerals Limited, Jaipur on the approved format of the company issued by all public sector banks (Except SBI), ICICI Bank, HDFC Bank & Axis Bank having its branch at Jaipur. In case of invoking the BG, the amount shall have to be paid by the Bank having branch at Jaipur. Such bank guarantee shall have to be furnished within 30 days of the issuance of LOA/DLOA. The B.G. shall be initially valid for at least three years to be renewed for further period of three year/ till final closure of contract. Such renewal shall have to be effected at least three months prior to expiry date of the B.G. else company will be free to invoke BG or recover this amount from monthly bills till the desired B.G. is extended. The BG shall have a grace period of 6(six) months beyond the Contract period i.e. three years from the date of DLOA/ LOA.
 - c) Balance security deposit of 5% of contract value will be deducted from the running bills of the contractor during the contractual period up to the time till total of security deposit of the contract value is made available to the company.
 - d) The contract may also deposit the SD @ 10% in form of BG.
 - e) Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Jaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
 - f) The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
- 5.2 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising

out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company and the company has issued certification for closure of the contract.

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

SECTION VI

TIME SCHEDULE & COMPENSATION FOR SHORTFALL

6.1 TIME FOR COMPLETION OF THE WORK COVERED BY CONTRACT

6.1.1 Time Schedule

The duration of the contract from the date of award of work (date of letter of acceptance) including the permitted mobilisation period shall be as under:-

Name of Mine	Duration of contract (including mobilisation period, of 45 days)
GB-II Pit & Jalelo pit, Giral Lignite Mine	Five years from the date of LOA / DLOA for estimated tendered quantity of 37.54 Lac MT lignite

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

6.1.2 The zero date reckoned for the contract shall be the date of issuance of letter or fax of acceptance of tender or work order to the successful tenderer. Year 1(one) shall mean a period of twelve (12) calendar months from the date of issuance of letter of acceptance of tender or work order. The subsequent years shall follow twelve (12) months from the end of Year 1 (one).

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

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

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

6.2 Completion Schedule & Compensation for Shortfall.

6.2.1 **Time is the essence of this contract.** The contractor shall meet the annual excavation targets of waste & Lignite and finally complete the entire work covered by the contract within the stipulated period. In case the contractor fails to adhere to the daily/weekly/monthly target program of saleable lignite provided by the Engineer-in-Charge, under the annual schedule of quantities as per clause 6.2.1, hereinafter he shall be liable to pay compensation as mentioned under clause 6.2.1 (b) for such shortfall. However, in case the company fails to lift the available quantity of saleable lignite in any particular quarter, then the company at its sole discretion may not recover any compensation for shortfall quantity.

6.2.2 The contractor will have to complete the estimated contracted quantity as per following schedule and provision of tender document.

Table No.6.2 (GB2+Jalelo)

	I YEAR	II YEAR	III YEAR	IV YEAR	V YEAR	TOTAL
OB/IB EXCAVATION in Lac CuM	162.26	132.26	145.57	103.91	94.17	638.17
LIGNITE EXCAVATION in Lac MT	7.47	7.83	7.47	7.56	7.21	37.54

- a) The zero date of the contract shall be reckoned from the date of Letter of Acceptance of tender/ offer, in this regard, issued to the contractor by the company.
- b) In case of delay in commencing the work, the compensation @ 0.5% of the annual contract value on weekly basis will be recovered. In the event the compensation exceeds 2% of annual contract value, then other provisions including termination of contract, forfeiture of bid security /SD, shall apply at sole discretion of Company.
- c) Failure to adhere to the excavation schedule as provided by the Engineer-in-Charge within the annual schedule of quantities shall make the contractor liable to pay compensation to the company in the following manner.
 - i) Any shortfall in the quantity of *saleable lignite to be raised in a month if not made good in subsequent month after meeting the quantities of subsequent month* shall be subject to compensation under this clause @ 10% of prevailing sale value of such un-executed quantity of lignite. For this purpose, the prevailing sale value of supplies to RVUNL/MARKET shall be considered.

ii) Any compensation which is recovered under 6.2.1 (b) (i) for shortfall in any one month, then this shortfall quantity will not be carried forward for further recovery of compensation.

c) Compensation for short fall under this clause shall be recovered from the running account bills of the contractor or from his/its security deposit as the company may consider fit.

6.2.3 The said amount of compensation shall be payable by the contractor to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay / breach.

6.2.4 In the event, contractor completes its annual targets, then the company at its sole discretion can consider to waive off partly or fully the compensation already recovered or to be recovered.

6.2.5 The compensation so computed and/ or adjusted by the company, shall not relieve the contractor from his/ its obligations to complete the work under the contract or from any other obligations and liabilities under this contract.

6.3 RIGHT TO REVIEW PERFORMANCE

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

6.4 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 & lignite (work) of specified quantity within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor. Over and above the compensation of shortfall in execution of work, the company may at its discretion at any time to get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor for which an advance notice of minimum 15 days will be given to the contractor.

SECTION VII
PAYMENT, PROCEDURE FOR MEASUREMENT & CERTIFICATES

7.1 Contractor's Remuneration

- 7.1.1 The Contractor will be eligible to receive its remuneration from the Company in respect of the complete work done by it as per scope of work at contracted rates by RSMML on monthly basis.
- 7.1.2 For obtaining running account payment, the contractor shall submit a bill in approved proforma in quadruplicate to the Engineer-Incharge before the expiry of the first fortnight of the succeeding month along with the details.
- 7.1.3 The Monthly running account bill for the work as mentioned at serial no. a of price bid i.e. "Excavation and removal of top soil and overburden with all leads & lifts to successively expose the lignite seams and then raising & loading of lignite into trucks/dumpers by using machines like hydraulic excavators, dumpers and other ancillary equipment commensurate with work and providing operators and other staff members for operation of these equipments, re-spread the top soil and plantation work as per the scope of work described in detail in the tender document." shall be considered on the cumulative performance basis as per formula given below:

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

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

*Actual stripping ratio = $\frac{\text{Actual cumulative OB/IB removed (in CuM)}}{\text{Actual cumulative Lignite dispatched (in MT)}}$

** Estimated stripping ratio = $\frac{\text{Total Estimated OB/IB of GB2/ Jalelo Pit.}}{\text{Total Estimated Quantity of Lignite of GB2/Jalelo pit}}$

= 17.30 (for GB2)
= 16.80 (for Jalelo pit)

Net amount payable for monthly running bill =

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

Note:

- i) The actual cumulative OB/IB removal and actual cumulative lignite dispatched shall not be more than the respective cumulative target of OB/IB & cumulative target of saleable lignite as given in the schedule of target table 4.5.1.
- ii) The cumulative payment shall be worked out separately for each pit based on respective estimated stripping ratio and actual quantity of Lignite & OB/IB achieved for respective pit.

7.1.4 Actual Quantity of Lignite at the End of contract.

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

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

- 7.1.5 The remuneration to be paid by the company to contractor for the entire work to be done and for performing the obligations of this contract agreement by the contractor shall be ascertained by applying the agreed rates on the work done and payment shall be made accordingly for the work actually executed and approved by the Engineer-Incharge. The sum as ascertained shall constitute the sole and inclusive remuneration to the contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.
- 7.1.6 The contractor shall not be eligible to claim any advance payment against exposed or unexposed stock of lignite or lignite transported and dumped at surface dump yard.
- 7.1.7 The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except under clause 9.8 and as mentioned elsewhere in the tender document.
- 7.1.8 The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works, risks involved and material required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-Incharge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor, although the same may not be shown or described specifically in contract documents.
- 7.1.9 The contractor shall indemnify the company against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.

- 7.1.10 The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the company in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work. The contractor shall not be entitled to raise any claim and/ or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares etc. or statutory duties on them or any other ground or reasons whatsoever.
- 7.1.11 The contractor shall be paid for item no 2 ie transportation work on the basis of its Weighment at Company's/ RVUNL's weighbridges as verified by the Engineer-in-Charge.
- 7.1.12 The cut off grade for dispatches of saleable lignite shall be average calorific value of 2500 K Cal /Kg on daily basis and in situ. However, the contractor should undertake mining in such a way that lignite (strictly of -250 mm size) dispatched to power plant is in the range of 2500 – 2940 K Cal/kg on daily basis & insitu. The calorific value shall be determined by RSMML/ RVUNL/ any third party authorised by RSMML by conducting a test as per procedure. During the course of extraction of lignite, such quantity of lignite, which gets mixed with overburden/ intercalation resulting in reduction of calorific value or adding to impurities to mined lignite below the cut off grade, shall be rejected. This would also include any quantity of lignite rejected at the buyer's end because of supply of inferior quality of lignite. Such rejected quantities shall neither be considered for remuneration nor achievement against the contracted quantities.
- 7.1.13 In such cases of rejection as mentioned above an amount equivalent to landed price of lignite at buyer's end less realisation price, if any obtained from the buyer for such rejected material, shall be recovered from the running account bills of the contractor and/ or from his security deposit. The application of this clause, will however be restricted to sale of lignite to power generation by RVUNL.
- 7.1.14 The contractor shall have to excavate separately and cleanly any low CV lignite and any mineral other than lignite and found valuable in the sole judgment of the company, such mineral shall have to be stacked in a separate dump yard to be earmarked by the company for this purpose. The additional remuneration for such work shall be made as provided in the tender document.
- 7.1.15 Company shall not pay any mobilization advance to the Contractor.

7.2 DIESEL

Diesel Norms:-

- a) 0.30 liter per BCM of rock actually excavated (OB/IB/Lignite) & loading of lignite for item at S.No. 1 of BOQ.
- b) 0.25 liter per MT for item at S.No. 2 of BOQ i.e. Sized Lignite transported to Power Plant (to & fro) for both pits.

- 7.2.1 The company shall not provide diesel. The contractor shall make its own arrangements for procurement and storage of diesel based on its own requirement for all items of works at the site. The rate quoted should be inclusive of Diesel cost. The Company shall provide only escalation/ de-escalation in rates of remunerations due to variation in price of diesel.
- 7.2.2 Contractor shall ensure that proper inventory of Diesel is maintained based on its Daily/Monthly requirement and enough quantity of Diesel is always available at site for carrying out the works and the mining operations are not suffered due to shortage of Diesel.
- 7.2.3 Increase/Decrease in Diesel Price, after submission of bids shall be reimbursed /recovered by the Company, as the case may be, every month in the running bill on the basis of prevailing bulk rate on 16th day of the respective month during which the works have been undertaken considering norms as defined above.
- 7.2.4 The above norms of 0.30 liters per CuM for total actual excavation & loading of lignite and 0.250 liters per MT for lignite transported to Power Plant (to&fro) are fixed and shall be considered for the entire period of contract for computing the Escalation/De-escalation due to variation in price of diesel.
- 7.2.5 The prevailing rate on 16th of each month for bulk price of diesel (IOCL) at ex-Giral,Barmer shall only be considered for the purpose of escalation-de-escalation. Contractor shall submit certificate/ rate of Diesel for escalation / de-escalation along with the running bill.
- 7.2.6 The present prevailing bulk price of diesel (IOCL) as on dated 16.06.2019 i.e. Rs. 64623.83 Per KL, inclusive of all taxes and duties shall only form the basis for computation of Escalation/de-escalation.
- 7.2.7 An assumption based illustration for computation of effect of change in Diesel price is given below:

Diesel Assumption

Frozen rate of Diesel	=	Rs. 66 per Liter
Revised Rate of Diesel	=	Rs. 68 per Liter
Change in Price= Rs.2000 per KL	=	Rs. 2 per Litre
Assumed Norms of Diesel	=	0.30 Ltr per CuM for actual excavation & 0.250 Ltr per MT for lignite transportation

Assumed Achievements during any month

OB/IB Excavation	=	3, 30,000 CuM.
Lignite Production	=	24,097 MT (X 0.83=20,000 CuM)
Lignite Transportation	=	15000 MT

Computation of Diesel Escalation

$$\begin{aligned}\text{Total excavation (OB/IB + Lignite Volume)} &= 3, 30,000 + 20,000 \\ &= 3, 50,000 \text{ CuM} \\ &= 3.5 \text{ Lac CuM}\end{aligned}$$

$$\begin{aligned}\text{Diesel Escalation on Excavation} &= 0.300 \text{ Ltr / CuM} \times 3.5 \text{ Lac CuM} \times 2 \text{ per Ltr} \\ &\quad + 0.250 \text{ Ltr per MT} \times 15,000 \text{ MT} \times 2 \text{ per Ltr} \\ &= \text{Rs. } 2,10,000 + \text{Rs } 7,500 \text{ plus Applicable GST}\end{aligned}$$

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

The above computation is for purpose of illustration only. The actual computation shall be made on the basis of respective excavation at GB2 and Jalelo pit separately.

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

7.3 PROCEDURE FOR MEASUREMENT / BILLING OF WORK-IN-PROGRESS.

- 7.3.1 As mentioned under clause 4.11.1, before commencement of excavation, spot levels shall be taken at 10 meters grid interval jointly and contour plotted at 0.5-meter interval in the area proposed for excavation. These levels shall be used for drawing original ground profile while calculating volume of over burden and lignite removed.
- 7.3.2 All such survey measurements shall be monthly and in metric system. All the works in progress will be jointly measured by the representatives of the Engineer-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 authorised representative and signed in token of acceptance by the contractor or his authorised representatives. For taking joint survey measurement, the contractor's representative shall be bound to be present at site on prior notice in this regard by the Engineer-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 prismatic corrections or corrections for curvature in alignment will be employed and binding on the contractor. For the purpose of computing quantities, the planimeter shall be considered as

being an instrument of precision adopted for the measurement of areas under contract. However, the company reserves the right to use the computerized survey and computation methods for measurement of quantities. The contractor shall not raise any dispute whatsoever on this account.

- 7.3.3 Weighment of the material shall be done at both the weighbridges i.e Company's as well as RVUNL's power plant. The contractor shall be paid only on the basis of lignite mined of specific quality, loaded into the tipper and weighed on the RVUNL's weighbridge transported & unloaded etc. at Power Plant of RVUNL. Unit of weighment shall be metric tonnes. Weight of lignite as recorded at the RVUNL's weighbridge shall be considered and treated as final for the purpose of this contract. In case of delay in commissioning or in the event of breakdown of RVUNL's weighbridge, weight of lignite as recorded at the company's weighbridge or any approved/notified by the company/RVUNL in writing, shall be taken for such period(s). The contractor shall not raise any dispute regarding the authorization of any such weighbridge, nor shall he be paid for any weighment charges and/or extra efforts made by him on this account. The company has installed its own weighbridge at mines where all the tippers transporting lignite to power plant shall be weighed. The difference in weighment between two weighbridges (RSMML & RVUNL) shall be treated as transit loss. Maximum Transit shortage shall be allowed to the contractor for the transfer of the lignite from mines to power plant up to 0.1% of the lignite transported during the year (to be computed from the date of award of contract). Excess transit loss if any, shall be reconciled and recovered from the contractor on monthly basis for which cost of Lignite supplied to RVUNL shall be considered.
- 7.3.4 At any time, when supply of lignite is suspended for any reason to the power plant and company decides to bid the lignite for sale to others, then the contractor shall load the lignite into trucks/tippers of such customers at no extra cost.
- 7.3.5 In case of supply of lignite to the ex-pit buyers other than RVUNL then the weighment of lignite at the Company's weighbridge and/or other authorized/notified weighbridge shall be considered as the quantity of lignite dispatched & will be paid for.
- 7.3.6 The contractor shall submit monthly bills on the basis of work executed as per clauses 7.3.3/7.3.4/7.3.5 & 7.3.7
- 7.3.7 The company reserves the right to associate third party for carrying out original, annual and final excavation survey at regular intervals. The company will have sole discretion to appoint government or semi-government or private surveying agency/ies like the Directorate of Mines & Geology, Geological Survey of India, Indian Bureau of Mines etc. and the contractor will be bound by such survey/s without any claim or additional payment for the same.

7.3.8 The company may at its sole discretion, adopt and implement any latest technology of survey and measurement of quantum of work carried out by the Contractor, for which the contractor shall be liable for its implementation without raising any dispute and claim to the Company.

7.4 BILLING

7.4.1 The contractor shall submit bill for the work done in a month as per the methodology given in clause 7.1. The monthly bill should be submitted alongwith following details:

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

7.4.2 Apart from the above, bills for activities related to mine closure are to be submitted on yearly basis with following details:-

- (i) Abstract and detailed statements of survey;
 - (ii) Measurement of the area worked during the month;
- 7.4.3 The Engineer-Incharge shall verify the metric tonnes of lignite despatched during the month and, the admissible amount of the bill of the contractor will be paid after making necessary deductions, for explosives, security deposit, etc. or adjustments, if any, other statutory deductions on or before the expiry of 15 days from the presentation of the bill at his end.

7.5 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it conclude, determine or affect in any way the rights/powers of the company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the contractor within one month from the date of physical completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on the contractor.

7.6 PAYMENT OF CONTRACTOR'S BILL

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

7.7 RECEIPT OF PAYMENT

Receipt for payment made must be signed by a person duly authorised holding power of attorney in this respect on behalf of the contractor. A

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

7.8 PROVIDENT FUND

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through the EPFO website.

7.9 WITHHOLDING PAYMENTS TO CONTRACTOR & COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR.

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

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

7.10 APPLICATION FOR COMPLETION CERTIFICATE

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

7.11 COMPLETION CERTIFICATE

Within one (01) month of the completion of the work in all respects as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-charge such completion certificates as to the clearing of the areas on the downhill side of the site of all rubbish, dirt, rock overburden materials, structures etc.

- i.) If the contractor fails 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 realised by the sale thereof.

- ii.) For the purpose of clause 7.11, the following documents are required by the company subject to the conditions that the Engineer-in-Charge for his satisfaction, may ask for any other document for this purpose.
- iii.) The technical documents according to which the work was carried out.
- iv.) Three sets of calculation sheets (back up papers) thereof.
- v.) Certificate of final levels and slopes.
- vi.) Certificate of the annual quantity of lignite raised and dispatched and also transported, unloaded etc. at power plant dump yard or sold ex-pit.
- vii.) Materials appropriation statement for the material issued by the Company for the works duly supported by necessary documents.
- viii.) A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
- ix.) A no claim, no dues certificate.
- x.) Proof of depositing P.F.
- xi.) Notarized Indemnity Bond on non judicial stamp paper of appropriate value.

7.12 FINAL PAYMENT AND RELEASE:

- 7.12.1 Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company is already authorised or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment.
- 7.12.2 All prior certificates, quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in the subsequent/ final bill, Final Certificate/ payment.
- 7.12.3 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.

7.12.4 Final payment including the security deposit, if any, will be released to the contractor after issuance of Final Certificate.

7.13 **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 (Lignite) shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his obligations under the contract until Final Certificate shall have been given by the Group General Manager (Lignite). The issuance of Final Certificate would mean closure of contract and no claim, of whatsoever nature, of either party shall be tenable.

SECTION VIII

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

8.1 SUB-LETTING OF WORK:

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

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

8.2 POWER OF ENTRY:

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

- a) Fails to carry on the contract works in conformity with the contract terms and conditions; or
- b) Fails to carry on the works in accordance with the contract schedule; or
- c) Suspends the work or the works for a period of 07 (Seven) days or more without prior written permission of the company; or
- d) Fail to deploy or procure sufficient equipment, labour, materials and other store items; or
- e) Commits breach of contract or act in a manner which is against the commercial interest of the Company.
- f) If the Contractor shall abandons the works; or
- g) If the Contractor during the continuance of the contract shall become bankrupt, make such arrangements with his/its creditors or compromises or go into liquidation / dissolution, whether compulsory or voluntary (not being merely voluntary liquidation for the purpose of amalgamation or reconstruction, then in any of above mentioned circumstances, the company shall have the power to enter upon the works and take possession thereof and of the materials, equipment, tools and stock etc. thereon and to complete the incomplete / leftover works by other contractors or workmen, or to re-let the same upon any terms and to such other person/ firm/company at the risk & cost of contractor, as the Company in its absolute discretion may think it proper.

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

8.3 POWER TO ORDER SUSPENSION OF WORK:

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

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

8.4 TERMINATION:

- 8.4.1 If the contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice, either to call upon the contractor to cure the defaults or to determine/terminate the contract, as per following details:
- (a) Before determining the contract, if in the judgment of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice of seven (07) days in writing, call upon the Contractor to cure the default within such times as may be specified in the notice.
 - (b) To determine the contract by giving a notice of thirty (30) days; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, where upon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the Company for any excess cost occasioned by such take over and completion by the Company over and above the rate of remuneration payable under the contract.

(c) Without determining the contract and after giving a notice in writing of fifteen (15) days: to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor, the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

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

(a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall stand forfeited unless specified by the company in writing, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for competing the work or any part thereof, with any or all such materials, equipment, plant, tools and tackles belonging to the Contractor as are available at the site of the work and the contractor shall not be entitled to any compensation for use of or damage to, such materials, equipment, plant: and

(b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.

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

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

8.5 WAIVER - CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION:

In case any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof

shall not constitute a waiver of any of the conditions and such powers shall be exercisable in the event of any further case or fault by the Contractor, the contractor shall be liable to pay compensation amount and the liability of the Contractor for past and future compensation shall remain un-effected.

8.6 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office, other Statutory Authority, Civil Commotion, Fire, Accidents, Epidemics, War, Acts of God or because of any law, order, proclamation or ordinance or notification of any Government or any authority including NGT, MoEF&CC on use of lignite/coal affecting lifting of lignite by consumers/end users thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, "sudden inrush of huge quantity of underground water resulting in revision of the total mining scheme", non-availability of mineral at mines and other places due to reasons like washouts, rolling dips, sand dunes/storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 30 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 30 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

8.7 INDEMNITY:

8.7.1 The Contractor shall at all times, indemnify and keep indemnified the Company from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract. The contractor shall be responsible for all risk arising in connection with or on account of the operations covered by the contract and he shall make good all losses and damages arising therefrom. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall be entitled to recover such cost expenses or loss etc. from the contractor, the company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

- 8.7.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 8.7.3 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.
- 8.7.4 The contractor shall indemnify the company against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work & the same shall be borne by the contractor.

8.8 Dispute & Jurisdiction

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

SECTION IX

GENERAL CONDITIONS OF THE CONTRACT

9.1.1 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

9.1.2 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

9.1.3 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

9.2 PROTECTION OF WORK:

9.2.1 USE OF COMPLETED PORTIONS:

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

9.2.2 All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use of the Company of the work or part thereof as contemplated in the clause shall in no case be construed as completion of the work of any part thereof. Such use shall neither relieve the Contractor of any of his/its responsibilities under the contract, nor act as a waiver by the Company of the

condition thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the remainder of the work, the Company may grant such extension of time as it may consider reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages & compensation on account of such use by the Company.

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

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

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

9.2.5 **WORK IN MONSOON:**

The excavation work will entail working in the monsoon also. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his/its own cost.

9.2.6 WORK ON WEEKLY DAY OF REST AND HOLIDAYS:

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

9.2.7 OTHER CONDITIONS OF WORK:

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

9.3.0 OTHER CONDITIONS OF WORK

9.3.1 Materials obtained from Dismantling

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

9.3.2 INSPECTION OF WORKS:

The Engineer-in-Charge will have full power and authority to inspect the works at any time in progress and the Contractor shall extend to the Engineer-in-Charge 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 agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/itself.

9.3.3 ASSISTANCE TO THE ENGINEER-In-Charge:

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

9.3.4 WORK THROUGH OTHER AGENCIES

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

9.3.5 STATUTORY BUILDING:

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

9.3.6 DUST SUPPRESSION:

The Contractor shall have to make his/its own independent arrangements at his/its cost for sprinkling of adequate quantity of water in the mines and roads so as to suppress/arrest the dust from getting air borne, and its concentration at such places does not exceed the limits prescribed under the sub Regulation (2) of Regulation 143 of CMR -2017, or as stipulated by the MoEF/other statutory bodies, and to the satisfaction of the Engineer-in-Charge. He shall have to maintain adequate number of water tankers as directed by the Engineer-in-Charge for the purpose.

The entire roads including the portion between pit top to mining lease boundary & even upto power plant would be sprinkled with water for dust suppression.

9.3.7 CHANGE IN CONSTITUTION:

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

9.3.8 IF THE CONTRACTOR DIES

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

9.3.9 CONTRACTOR'S OFFICE AT SITE

The Contractor shall provide and maintain an office at the site and such shall be opened during working hours / at all reasonable hours to receive instructions, notices and / or other communications etc, on its behalf from the Company. Office space if available with RSMML, can be provided to contractor at the prevailing PWD rental rates of Barmer City, if needed by the contractor.

9.4.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

9.4.1 CONTRACTOR'S QUALIFIED STAFF:

- (A) The contractor shall have to depute at least following qualified persons (16 Numbers) in addition to other requisite supervisory, operational and other staff to accomplish the work satisfactorily.;
- 1) Two qualified managers, having at least Second class certificate of competency (Coal) as per CMR 1957/2017.
 - 2) Six qualified Overman, for supervision in each shift having at least Overman's certificate of competency as per CMR, 1957/2017.
 - 3) Six qualified Mining Sirdar for supervision in mines, at least having Sirdar's certificate of competency as per CMR,1957/2017.
 - 4) One Mechanical engineer, having atleast BTech/BE (Mechanical) with adequate experience for supervision and maintenance of mining machineries.
 - 5) One Electrician having at least Wireman Certificate as per IER,1956.

- (B) Such engagement has to be maintained throughout the contract period. Non engagement of such qualified persons will attract a predetermined compensation and the taxes as applicable on such penalty/ compensation as under;
- 1) Non engagement of qualified person having at least second class certificate of competency as per CMR 1957/2017. An amount of Rs. 40,000/- (Rs. Forty Thousand) per month / per person.
 - 2) Non engagement of qualified person having at least Overman's certificate of competency as per CMR 1957/2017. An amount or Rs. 30,000/-(Rs. Thirty Thousand) per month/ per person.
 - 3) Non engagement of qualified person having at least Sirdar's certificate of competency as per CMR 1957/2017. An amount or Rs. 20,000/-(Rs. Twenty Thousand) per month/ per person.
 - 4) Non engagement of Mechanical Engineer, An amount or Rs. 40,000/-(Rs. Forty Thousand) per month/ person.
 - 5) Non engagement of Electrician having valid certificate of wireman, an amount or Rs. 10,000/- (Rs. Ten Thousand) per month/ per person.
- (C) Continuous absence of any qualified persons for a period of more than 15 days in a month shall be treated as non-engagement for the purpose & pro-rata compensation will be deducted.
- (D) In case of such engaged person leaving the employment, an alternate engagement has to be ensured within 15 days of the person leaving the employment. In case of failure to do so predetermined pre-rata compensation shall be applicable as detailed above as the case may be.
- (E) Contractor shall required to informed and submit requisite document/ valid certificate of the person deployed, to Engineer In-charge within 15 days of such employment.

9.4.2

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

The Contractor, on or after award of the work, shall name and depute a qualified Mining Engineer having sufficient experience in carrying out work of similar nature, to whom instructions and communications for work and equipment and material to be used

may be given. It shall be open to the company to enforce replacement of the personnel in the event of company find him it incompetent at any time after the appointment has been made. Whenever in the opinion of the Engineer-in-Charge additional sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional financial burden as the company. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

- 9.4.2 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the Engineer-Incharge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Engineer-Incharge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-Incharge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be re-employed in connection with the works without the written permission of the Engineer-Incharge. Any person/s removed from the works shall be immediately replaced at the expenses of the contractor by a qualified and competent substitute. The company stands indemnified for all consequential effects due to such removal.
- 9.4.3 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 company or community or of the properties or occupiers of lands and properties in the neighborhood; and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.
- 9.4.4 All contractor's personnel entering upon the Company premises shall be properly identified by badges/identity cards of a type acceptable to the Company which must be worn/kept at all times while in or upon Company's premises.
- 9.4.5 The Contractor shall be required to make payment of wages to its workmen not less than the rates as prescribed under the Minimum Wages Act and its various circulars already published and are being / shall be published during the pendency of the contract. The wages rates, holidays, hours of work and other conditions of service of the

workmen of the contractor should be as applicable as per prevailing statutory provisions.

- 9.4.6 The contractor shall fully acquaint himself/itself with the prevailing industrial Environment for working at GB-II pit of Giral Lignite Mine in Barmer district, Rajasthan, before the commencement of the work.

9.5. NOTICES

9.5.1 SERVICE OF NOTICE ON CONTRACTOR

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

In other cases, on the day on which they were delivered to or left at such address. E-mail notices would also be valid for this purpose.

9.5.2 SERVICE OF NOTICE AND COMMUNICATION TO 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 as under:-

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

9.6. RIGHTS OF VARIOUS INTERESTS

- 9.6.1 The company reserves the right to distribute the work between more than one Contractor. The Contractor shall co-operate and afford

other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.

9.6.2 Wherever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony and the Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc, whatsoever.

9.7.0 **LIENS:**

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

9.8 **Goods and Service Tax (GST)**

- i) The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However , the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- ii) The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation(except as mentioned in the tender document) in rates on whatsoever ground.
- iii) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv) In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain

- such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- v) The Contractor shall be responsible for the payment of any and all prevailing contributions, taxes, duties, levies & fees to the Central or State Government or local authorities directly or indirectly applicable to the work under this contract.
 - vi) All duties/ levies as are applicable should be taken into consideration while making the offer. Ignorance in it shall not qualify for any additional payment. The contractor should account for all such duties in his/its Price Offer.
 - vii) Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be recovered from/reimbursed to the contractor, as the case may be. The reimbursement/ recovery to the contractor will be made against supporting documents & for only such taxes/ duties/ levies that are directly applicable to the contract and is applicable / reflected on his running bills.
 - viii) In case of forfeiture of SD and levy of compensation due to failure to perform obligations under this contract, the applicable GST shall be recovered from the contractor and the same shall be deposited by the Company. The contractor shall be eligible to claim input tax credit on GST amount recovered by the Company.
 - ix) If GST is made applicable on price of diesel by Government in future, the diesel escalation shall be calculated on the rates to be arrived at, keeping in view of tax variation (vide clause no 9.8 as above) and provision of notification on applicability of GST on diesel as published by the Government and input tax credit, if any on diesel shall be passed to company.

9.9 INSURANCE

The contractor shall take adequate statutorily prescribed insurance covers for all men (Universal Health,WC Insurance policy for all the persons engaged in work) and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the company by an individual or by customers or by any such other persons who suffered damage due to negligence of the contractor or his sub-contractor or his employees/Agent these the same shall be settled by the contractor at his cost. Copy of the insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the management on this account

9.10 DAMAGE TO PROPERTY:

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

omission, and/or any other reason whatsoever of the Contractor and/or his/its sub-contractor/s, their employees, agents, representative etc.

9.11 COMPENSATION AND LIABILITY:

- (i) 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 out of money due and payable to the contractor, such sum or sums of money due to and payable to the contractor, till such time the final decision of the competent authority is arrived.
- (ii) The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his/its sub-contractor or third party etc. and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- (iii) On the occurrence of any accident resulting in death or bodily injury to a workmen employed by the Contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge & the mines manager the fact of such accident. The contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his/its failure to give intimation in the matter aforesaid, including the penalties of fines, if any, payable by the company as consequences of Workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.
- (iv) The contractor should get his employees insured against Workmen's Compensation Act and proof of such insurance cover to be submitted to Company at the time of starting of work. If the contractor fails to take such insurance cover and submit proof thereof and if any liability occurs, then any compensation etc. shall be at the risk & cost of the contractor only, and Company shall recover the amount from the contractor's bills/Security Deposit.

9.12 LABOUR LAWS AND SAFETY REGULATIONS:

9.12.1 The Contractor shall keep him/itself fully informed of all laws/ordinances and regulations, agreements / settlements with Union and awards in any manner affecting his/its contract works or persons employed on the works or the materials used in the works or in any way affecting the operations covered by the contract and of all orders and decrees of bodies or tribunals having any jurisdiction or authority on the same. In the event of any discrepancy or inconsistency in the contract or in the drawing or specifications herein referred to, and the provisions of any such law,

ordinance, regulations, order or decree, the Contractor shall forthwith report the same in writing to the Engineer-in-charge for necessary rectification at his/its cost, if required.

9.12.2 The Contractor at all times shall observe and comply with all laws, ordinance and regulations and orders and decrees of competent courts or tribunals or statutory bodies having jurisdiction, and shall protect and indemnify and keep indemnified the Company its employees against any claim or liability arising from or based on the violation of any such law, ordinance regulation order or decree etc, whether by himself or their employees or vendors, etc.

9.12.3 The Contractor shall also be bound to give all notices necessary and incidental to the due and lawful execution of the work and of all operations covered by the contract and as may be required by the laws, ordinance, regulation, orders, rules and decrees as aforesaid.

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

9.12.5 **PUBLIC SAFETY & OTHER PROPERTY:**

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

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

(i) The Contractor and/or his/its sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-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.

(ii) The Contractor shall be responsible for the safety and discipline of his/its employees in all faces of the work and shall provide at his/its cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc. that may be required by the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract. The Contractor shall promptly and immediately report serious accidents to any of his/its

employees to the Engineer-in-charge and Mines Manager and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.

- (iii) All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his/its cost.
- (iv) First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his/its cost. The contractor have proper arrangements for the speedy removal from the Mine to a Dispensary / Hospital for the person employed in the mines while on duty suffers from serious bodily injury.
- (v) The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, The Mines Act,1952, the Indian Explosives Act 1984, Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act,1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act,1947, Standing Orders Act,1946. Electricity Act,1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by the Company as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the contractor and be recovered.
- (vi) The Contractor shall be allowed to commence work only on production of requisite license as required under the Contract Labour (Regulation & Abolition) Act,1970.
- (vii) All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/ compensation by the Contractor or on any account and lapse or failure of the Contractor or his/its sub-contractor/s in the discharge of his/its obligations to his/its employees.
- (viii) The contractor shall take all necessary steps and precautions to ensure that his/its workers and employees engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act,1952 and Rules and Regulations framed thereunder and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-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/its workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

- (ix) The Contractor may be required to construct safety embankment as per statute at its own cost to prevent inrush of outside water into mines/working area.
- (x) The contractor shall follow all recommendations of Conferences on Safety in Mines made till date and whenever conducted in future by DGMS.

9.12.7 **FIRE PREVENTION:**

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

9.13 CONTRACTOR'S CAMP:

The Contractor may maintain and operate camps and mess for the convenience of his/its employees, but patronage of such facilities shall be optional with the employees. The Contractor shall be responsible for maintaining his/its camp / mess in good order / clear and for providing adequate health, sanitary & fire protection facilities.

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

9.14 FENCING AND LIGHTING

When any work is performed at night or where day light is shut off or obscured, the Contractor shall provide at his/its cost artificial light sufficient to permit the work to be carried on properly and permit through inspection by the Engineer-in-Charge. The lighting standards shall be as prescribed under clause (b) of sub-regulation (2) of Regulation 178 of the Coal Mines Regulations 2017 should be as per Notification no. G.S.R 981(E), dated 1st October-2018.

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

9.14.2 The power and light connections, wiring, equipment etc. shall be made by the Contractor throughout the pendency of the contract, till physically taking over the work by the Company. The power and light connection, wiring, equipment shall be subject to the inspection and passing by the Engineer-in-Charge and the officers of electricity

authorities & Central Government under the Electricity Act & Indian Electricity Rules and conditions of electricity supply of the State Electricity Authorities, as applicable.

9.14.3 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.

9.15 WIRING FOR ELECTRIC LIGHT AND POWER:

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

9.16 RIGHT OF WAY

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

9.16.2 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 and at the time permitted. No such decision, as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation, nor shall it be objected to by the Contractor.

SECTION X
PROFORMA FOR TENDER

FORMS OF TENDER DOCUMENT

SNo	Form No.	Description.
1.	Form A	Letter for submission of Tender
2	Form B	General information about the tenderer
3	Form C	Bank Details of Tenderer for RTGS / NEFT / Online payment
4	Form D	Exceptions and Deviations
5	Form E	Proposed Site Organization
6	Form F	Price Bid
7	Form G	Declaration for Site Inspection
8	Form H	Affidavit in respect of litigation / suspension etc.

LETTER OF SUBMISSION OF TENDER

FROM:

TO:

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

Sub: Tender for Hiring of Heavy Earth Moving Equipments for Removal of Overburden, Raising and Transportation of Saleable Lignite at Giral Lignite Mines, District Barmer (Rajasthan) ”

Ref: e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

Dear Sir,

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

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

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the EMD and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of my/our experience of execution of work/s of similar nature and value, ownership of equipment proposed to be deployed for this work and all other requisite document as specified in the tender documents.

7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _day of, __ 2019

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

Witness

Name in Block Letters:

Full Address

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

Ref: e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

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

Signature of Tenderer with office seal

Bank Details of Tenderer for RTGS/NEFT/Online payment

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

Name & Signature of Tenderer
with seal

(On the letter head of the tenderer)

TO:

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

Ref: e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

EXCEPTIONS & DEVIATIONS

Following are the exceptions and deviations to the tender conditions:

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

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

Name & Signature of Tenderer
with seal

(On the letter head of the tenderer)

TO:

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

Ref: e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

PROPOSED SITE ORGANIZATION

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

Name & Signature of Tenderer
with seal

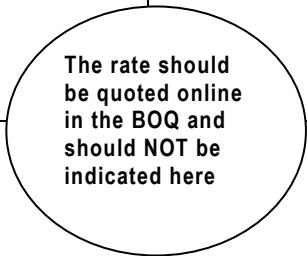
PRICE BID

(Strictly to be submitted online in the prescribed format available at
<https://eproc.rajasthan.gov.in>)

Ref: e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

Name of Tenderer:.....

Price Bid For Hiring of Heavy Earth Moving Equipments for Removal of Overburden, Raising and Transportation etc. of Saleable Lignite at GB-II/Jalelo pits of Giral Lignite Mines, District Barmer (Rajasthan).

S.No	Particulars	Estimated Qty.(Q)	Rate (Rs./Tonne)	
			(In fig.)	In words
1.	Excavation and removal of top soil and overburden with all leads & lifts to successively expose the lignite seams and then raising upto surface & loading of lignite into trucks/dumpers by mining machines like hydraulic excavators, dumpers and other ancillary equipments commensurate with work and providing operators and other staff members for operation of these equipments, re-spread the top soil and plantation work as per the scope of work described in detail in the tender document.	Item No 1(a) GB2 pit 15.06 Lac MT		
		Item No 1(b) Jalelo pit 22.48 Lac MT		
2.	Raising & loading of sized (-250 mm) lignite into dumpers/tippers of the contractor and Transportation of lignite loaded as above to RVUNL's Giral Power Plant Stock yard located at an average distance of approximately 3.5km. from GB-II/Jalelo pit as per directions of the Company & unload it.	15.00 Lac MT (approx.) of Lignite/ One MT only	The rate should be quoted online in the BOQ and should NOT be indicated here	The rate should be quoted online in the BOQ and should NOT be indicated here
	Total value of Contract (In Rs.)			

Note:

- Tenderer must enter the UNIT RATE **only in the BOQ which is to be filled online. The rates should not be indicated here.**
- The quoted rates should be including all duties and levies and shall be firm & fixed for entire contractual period. The rate quoted should be inclusive of Diesel cost also.
- The rate quoted should be exclusive of Goods and Service Tax. For GST refer clause 9.8 of tender document.
- For evaluation of price bid/offer please refer clause 2.23 & 2.24

Name & Signature of
Tenderer with seal

FORM-“G”

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

Ref: e-Tender No. RSMM/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

I / We do hereby confirm and declare that we have independently inspected GB-II pit of Giral lignite mine area as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities, existing industrial environment, geographical information, climate etc. which are directly or indirectly related to scope of work.

I / We have ascertained the location and situation of GB-II pit of Giral mine area, the specified areas where the contractor would be required to undertake the excavation work, create top soil dumps, the location of dumping area earmarked for waste disposal, places where the contractor will be required to create and maintain haul roads for trucks/dumper movement, electrical installations, backs filling area, plantation areas, location of weigh bridges, lignite stock yard, lignite transportation route and distance upto power plant, unloading area at power plant, site conditions & facilities available etc.

I / We have assessed and satisfied ourselves as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement, The contractor do hereby agrees and undertakes not to raise any dispute and/ or objection at any stage on any ground whatsoever.

I / We do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any grounds, whatsoever, including the above.

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

Proprietor/Partner/Manager/Director

Place :

Date :

AFFADAVIT
(on non judicial stamp paper worth Rs50/-)

Ref: e-Tender No. RSMML/GGM (Cont)/Cont-13/2019-20 Dated 19.06.2019

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

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

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

Place:

Date:

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

ANNEXURES OF TENDER DOCUMENT

1.	Annexure- A	Envisaged Equipments Required to be deployed
2	Annexure-B	Safety features of equipments likely to be deployed
3	Annexure-C	LIST OF DRAWINGS ENCLOSED
4	Annexure-D	Proforma for Bank Guarantee for EMD
5	Annexure-E	Proforma for Bank Guarantee for Security Deposit.
6	Annexure-F	Summarised Lithologs of Bore hole Data
7	Annexure-G	Documents included in compliance of The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement Rules, 2013

ANNEXURE – A**Envisaged Equipments Likely to be Deployed at
GB-II/Jalelo pit of Giral of Mines.**

	Type of Equipments	Gross Capacity of Equipments	Range of capacity of Equipments
A	<i>Waste Removal</i>		
1	Hydraulic Excavators	35 CuM	3.0 to 3.5 CuM bucket capacity
2.	Dumpers/Tipper	1250 MT/ 1000 CuM	25MT and above
B	<i>Lignite Mining, Raising & Loading at Loading Point</i>		
1	Hydraulic Backhoe Excavators	7.5 CuM	0.9-1.5 CuM bucket capacity
2	Dumpers/Tipper	125 MT	25MT and above
C	<i>Lignite Transportation to Power Plant</i>		
1	Tippers/dumpers for lignite	100 MT	25MT and above
D	<i>Ancillary Equipments</i>		
1	Crawler dozer – 2 Nos	360 HP	180 HP
2	Motor grader – 2 Nos	320 HP	160 HP
E	<i>Support Equipments</i>		
1	Water Sprinklers-4 Nos	40 KL	Min. 10 K.L.
2	Tractors with scrapers	2 Nos.	35 HP & above
3	Water pumps	100 HP	50 HP & above
4	Fire Brigade	4 KL	4 KL
5	Mobile Maintenance Van	One No	One No
6	Potable DG Sets	50 KVA	50KVA

Note.

1. The above-indicated equipments are the envisaged likely requirement of equipments and do not comprehensively cover the requirement of ancillary and support equipment.
2. Equipments older than five years will not be used.
3. The contractor however shall be required to deploy the equipments as per requirement of work.
4. The safety features as per Annexure-B to be complied with in above equipments.

**Safety Features of Equipments likely to be Deployed at
GB-II/Jalelo pit of Giral Lignite Mines.**

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

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

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

Excavators :-

The following safety features shall be provided:-

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

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

Dozers :-

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

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

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

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

LIST OF DRAWINGS ENCLOSED

- WORKING PLAN OF GB-II PIT
- WORKING PLAN OF JALELO PIT
- WORKING SECTIONS OF GB-II PIT
- WORKING SECTIONS OF JALELO PIT
- KEY PLAN OF GIRAL MINE
- DRAWING OF RETAINING WALL

ANNEXURE-D

PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY 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 subject to maximum of Rs. 25000/- on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG)

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 Providing Heavy Earth Moving Equipments etc. on hiring basis for Removal of Overburden, Raising and Transportation of Saleable Lignite from GB-II pit of Giral Lignite Mines Located at, District Barmer, 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.

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.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. 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.

- (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., C.O. 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..... 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 of Rs.100.00 as per Stamp Act Prevailing in the state of Rajasthan, executed on this date ____ of _____, 20...

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 Jaipur 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)

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

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

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm (address of registered/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 fulfilment 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 witnesseth that in consideration of said bank having agreed on the request of the Contractor to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

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

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

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (_____ scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee

thereafter unless otherwise further **extended** by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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, C.O. and/or GGM (Lignite) or any of the Directors shall be 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 forbearance 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

Summarised Lithologs of Bore hole Data

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

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

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

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

Annexure-b : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

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

Annexure-c : Grievance Redressal during Procurement Process.

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

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

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Form No.1
(see rule 83)

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

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

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against
and name and designation of the officer/authority
who passed the order (enclosed copy, or a statement of a decision, action or
omission of the Procuring Entity in contravention to the provisions of the Act by
which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and
postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal :
.....
.....(Supported by an affidavit)

7. Prayer:
.....
.....

Place

Date

Appellant's Signature

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

Annexure-d: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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