

TENDER DOCUMENT

NIT NO.: 3783/G.M.U./Geo/Min. Explor./Pithoragarh/2022-23

Date: 23 December 2022

FOR

“DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”

AT

Dehradun, Uttarakhand

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun-248008**

Important Dates

| Date 26.12.2022 morning 9.00Am to date 31.12.2022 Evening 5.00Pm | |
|---|--|
| Advertisement date | Date 26.12.2022 (Monday) |
| Tender Upload Date on Department web https://dgm.uk.gov.in/ | Date 26.12.2022 (9.00am Monday) |
| Tender Download Date | Date 26.12.2022 (9.00am) to Date 31.12.2022 5.00pm) |
| Last date for Tender Submission | Date 26.12.2022 to Date 9.01.2023 (3.30pm Monday) |
| Tender opening Date | Date 10.01.2023 (11.00am Tuesday) |

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun - 248008**

NIT NO.: 3783/G.M.U./Geo/Min. Explor./Pithoragarh/2022-23

Date: 23 December 2022

TENDER DOCUMENTS

1. **Name of Work:** “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”.
2. **Period of Contract:** The contract shall be for a period of 45 days from date of commencement of work as mentioned in the Work Order.
3. **Name & Address of Tenderer:**

Name of Firm: M/s. _____

Address:

Email ID:

Contact Number:

| | |
|--|--|
| ✓ | Check List |
| Before submitting the tender, the tenderer is required to ensure the following instructions have complied with / documents submitted as per tender terms: | |
| <input type="checkbox"/> | Earnest Money as per "Invitation to Tender" |
| Instructions to Tenderers (ITT) | |
| <input type="checkbox"/> | Each page of the Tender Document to be signed as per Clause-6 |
| <input type="checkbox"/> | Duly filled in & signed Form of Tender as per Clause-8 |
| <input type="checkbox"/> | Category of tenderer as per Clause-10 |
| <input type="checkbox"/> | A tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company to be signed in the name of the company by a person duly authorized for which a power of attorney or other proof is to be submitted (ref. Clause-11) |
| <input type="checkbox"/> | Declaration as per Clause-12 |
| <input type="checkbox"/> | Declaration as per Clause-13 |
| <input type="checkbox"/> | Declaration as per Clause-14 |
| <input type="checkbox"/> | Details of Bank Account as per Clause-17.1 |
| <input type="checkbox"/> | Permanent Account Number as per Clause-17.2 |
| <input type="checkbox"/> | GST Registration Number and SAC Code as per Clause-17.3 |
| <input type="checkbox"/> | Latest Income Tax Return submitted by tenderer as per Clause-17.4. |
| <input type="checkbox"/> | Tender to be properly bound and submitted as per Clause-34 |
| Special Conditions of Contract | |
| <input type="checkbox"/> | Documents in support of Eligibility Criteria as per Clause-11 |
| N.B.: Apart from the above, the tenderer should submit any other documents if required as per tender terms & conditions of the tender. | |

NOTE: *The Tenderers, in their own interest, are advised to check through the above Checklist and make sure that the relevant documents /information, as required, has been provided before submitting the Tender.*

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun – 248008**

NIT NO.: 3783/G.M.U./Geo/Min. Explor./Pithoragarh/2022-23

Date: 23 December 2022

NOTICE INVITING TENDER

Sealed tenders are invited from bonafide, resourceful & competent parties having experience in similar activities to execute the following jobs at District Pithoragarh, Uttarakhand – 262501

1. **Name of Work:** “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an area approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”.
2. **Period of Contract:** The contract shall be for a period of 45 days from the date of commencement of work as mentioned in the work order.
3. Tender documents with necessary details will be available for download from 26.12.2022 9.00 am to 31.12.2022 up to 5.00 PM from DGM Uttarakhand tender website <https://dgm.uk.gov.in>.

The tenderers who are unable to download the tender documents from DGM Uttarakhand tender website as above, may collect the same from the office of **The Director, Geology & Mining Unit, Directorate of Industries, Govt. of Uttarakhand, Thano-Airport Road, PO-Barasi- Dehradun-248008** on any working day during 26.12.2022 9.00 am to 31.12.2022 up to 5.00 PM with deposit of tender fee Rs. 1500 in head office. **Last date of submission of sealed tender in Head office GMU, Bhopal pani, Dehradun is 09.01.2023 upto 3.30pm. Tender will open 10.01.2023 at 11.00am in presence of tender committee and tenderer or representative of tenderer.**

4. **Tender Fee: Rs. 1500/-(one thousand five hundred only)**

The tender fee shall be deposited in form of DD in favor of ‘**The Director, Geology & mining Department, Dehradun, Uttarakhand which will be unrefundable.**

5. **Submission of Earnest Money: Rs. 60,000/- (Rupees sixty thousand) only.**

The tenderer shall deposit Earnest Money in the following forms:

- (a) By way of Demand Draft/FDR in favor of ‘**The Director, Geology & mining Department, Dehradun, Uttarakhand.**

The proof of such transfer/transaction needs to be submitted with the offer in Part-I of the tender in the envelope titled Earnest Money.

- i) Micro & Small Enterprises (MSEs)/ PSUs/Govt. Undertakings and Co-operative Societies, etc., may be exempted from submission of EM as per Government Policy. For MSEs, the exemption from submission of Earnest Money is to be granted only on submission of notarized copy of certificate having a valid Entrepreneurs Memorandum number. SSI /NSIC certificate holder should also submit a copy of Entrepreneurs Memorandum.
6. The tenderer shall submit the tender in two parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelope duly sealed and superscribed with respective Part Number. Earnest

Money and tender fee shall be deposited in the shape of Demand Draft/FDR in favor of **‘The Director, Geology & mining Department, Dehradun, Uttarakhand** and the same is to be put in a separate envelope duly sealed and superscribed with the words “Earnest Money Deposit/Tender Fee” or “EMD/Tender fee”. All the three envelopes containing Part-I, Part-II and Earnest Money Deposit shall be put in a fourth envelope duly sealed, superscribed with Tender Notice No., Name of the job, date of opening and addressed to **The Director, Geology & Mining Unit, Directorate of Industries, Govt. of Uttarakhand, Thano-Airport Road, PO-Barasi- Dehradun-248008**. Tenders not submitted with “EMD/Tender fee”, Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and rejected.

7. The Company reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

Director
Geology & Mining Unit,
Directorate of Industries
Dehradun, Uttarakhand

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun – 248008**

NIT NO.: 3783/G.M.U./Geo/Min. Explor./Pithoragarh/2022-23

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INSTRUCTIONS TO TENDERERS (ITT)

1. The tenderer shall submit the tender in two parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelope duly sealed and superscribed with respective Part Number. Earnest Money shall be deposited in the shape of Demand Draft/FDR in favor of **The Director, Geology & mining Department, Dehradun, Uttarakhand** and the same is to be put in a separate envelope duly sealed and superscribed with the words “Earnest Money Deposit” or “EMD”. All three envelopes containing Part-I, Part-II and Earnest Money Deposit shall be put in a fourth envelope duly sealed, superscribed with Tender Notice No., Name of the job, date of opening and addressed to **The Director, Geology & Mining Unit, Directorate of Industries, Govt. of Uttarakhand, Bhopalpani, Thano-Airport Road, PO-Barasi- Dehradun-248008**. Tenders not submitted with “EMD”, Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and rejected.
2. Duly filled in tenders are to be deposited in the Tender Box kept at **The Director, Geology & Mining Unit, Directorate of Industries, Govt. of Uttarakhand, Bhopalpani, Thano-Airport Road, PO-Barasi- Dehradun-248008**, on or before **9.01.2023** till **3.30P.M.** The tender can be sent by Post or courier, but delayed delivery of tenders will not be entertained.
3. The main sealed envelope containing all the sealed envelopes (Part-I, Part-II and “Earnest Money Deposit”) will be opened at **Geology & Mining Department, Bhopalpani, Thano-Airport road, PO-Barasi, Dehradun, Uttarakhand** in the presence of the Tenderers or their authorized representatives who wish to be present. Immediately thereafter, on the same day, the envelope containing “Earnest Money Deposit” will be opened. The part-I offer of those tenderers, whose “Earnest Money Deposit” found in order and submitted as prescribed at (1) above, will be opened immediately thereafter. Otherwise, the offer will be considered, as invalid and Part -I will not be opened.
4. The price bids of the techno-commercially qualified tenderers, after completion of scrutiny of the “Techno-Commercial” part, will be opened at a later date in presence of the Tenderers or their authorized representatives, who wish to be present. The date of opening of the Price bid (Part-II) will be intimated to all the qualified tenderers in advance.
5. The tender shall be valid for **120 days** for acceptance from the date of opening of tender and prior withdrawal or submission of any fake /false documents/ clarifications thereof shall entail the forfeiture of Earnest Money.
6. The tenderer shall sign each and every page of the tender documents and submit in the appropriate part of the bid.
7. Tenders not received in the prescribed forms as specified in the Invitation to Tender/ Instructions to Tenderers will be liable for rejection.
8. The Tenderer(s) shall duly fill in the “**Form of Tender**” enclosed as **Annexure-I** in the tender documents and submit it along with the Techno-Commercial Bid (Part-I) of the Tender. Non-submission of duly filled in & signed form of the tender shall make the tender liable for rejection.
9. The Invitation to Tender, Instructions to Tenderers, Special Conditions of Contract & General

Conditions of Contract, Form of Tender, and Form of Agreement along with the rates quoted against each item in the “Schedule of Work/Rates” together with the Letter of Acceptance and Work Order for awarding of the work and Contractor’s Letter of acknowledgment shall form the contract. In case of any conflict between the terms mentioned in the General Conditions of Contract and Special Conditions of Contract, the latter shall prevail.

10. The tenderers shall furnish the following documents/ details:

Category of the tenderer, whether Proprietary firm, Registered firm, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. along with following documents:

- i) In case of Proprietary firm, attested copy of affidavit of Sole Proprietary.
- ii) In case of Partnership firm, attested copy of Partnership deed along with amendment if any and proof of registration if any.
- iii) In case of Limited Companies, Memorandum & Articles of Association, Certificate of Incorporation, authorized, subscribed and paid-up capital.
- iv) In case of Co-operative society, attested copy of the certificate of registration from the Registrar of Co-operative societies.

If required the original documents will have to be produced for verification.

11. Each page of the tender shall be signed by the tenderer. Tender by a partnership firm shall be signed in the firm’s name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company, is duly authorized to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.

12. Information about officer of the firm/company being an employee, past or present, of Geology & Mining Unit, Directorate of industries, or relationship of any employee of Geology & Mining Unit, Directorate of industries with Proprietor or any Partner of the Firm or Director of the Company, as the case may be, is to be furnished in **Annexure A**.

13. The tenderer shall declare that Proprietor or any Partner of the Firm or Director of the Company, as the case may be, is/are made prime accused in a prosecution before any Court of Law or involved in malpractice and / or theft of the property of Geology & Mining Unit, Directorate of industries in **Annexure B**.

14. Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in Geology & Mining Unit, Directorate of industries or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to lower class of job.
- d. Under Orders for banning or suspending business with him/them.

If yes, give the details indicating the period.

15. Banning of Business dealings:

- a) If it is found during the processing of the Tender, that the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/ forging/ tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.

- b) If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming an interest under him, indulges in any practice/activity prejudicial in the interest of the Plant/Unit or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.

16. Contractor's Background:

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled.

17. The tenderers shall also furnish the following documents/ details

17.1 Details of the Bank Account indicating the name of bank, branch & account number to which payment is to be made.

17.2 Permanent Account Number (PAN) allotted by the Income Tax Department.

17.3 Goods & Service Tax (GST) Registration Number & SAC Code, if any. The tenderer shall submit copy of GSTN with declaration, whether their firm is

- a) Registered under Normal Scheme
- b) Registered under composite scheme
- c) Unregistered and not interested for GST registration.

17.4 Latest Income Tax Returns filed by the Tenderer last three years.

18. The tenderer shall quote for all items and activities detailed in the scope of work given in Special conditions of contract and full tendered quantity as mentioned in the "Schedule of Work/Rates" given in Price Bid (Part –II).

The tenderer shall be ranked L-1, L-2, etc. on the basis of quoted rate. The lowest value shall be ranked as L-1 and so on.

19. The tenderer is suggested to inspect and examine the work site, and their surroundings as applicable and shall satisfy himself before submitting his tender as to the nature of work, the form and the nature of the mine, siding and road conditions and materials, equipment and labour necessary for the completion of the works and the means of access to site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or effect his tender. No complaints on these accounts shall be entertained after submission of the tender.

20. Price Bid: The tenderer(s) shall submit the price bid (Part-II) as per the format given herein as "Schedule of Work/Rates".

21. Tenders containing overwriting or erasing, without authentication with full signature on the page(s) of: "Schedule of Work/Rates" (Price Bid) and amount/ quantity not shown in figures and words will be liable for rejection.

22. The rates & quantities quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount/ quantities between figure and words, the value written in words shall be taken as finally quoted rate(s)/ amount/ quantities.

23. Tender(s) with rates in units different from those prescribed in "Schedule of Work/Rates" will be liable for rejection. Tenders not received in the prescribed format of "Schedule of Work/Rates" specified herein shall be liable for rejection.

24. The rates in the tender shall cover all statutory duties/ taxes/ levies, as on date of tender, except GST and cess thereon.
25. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected. Tenderer must go through all the terms and conditions provided in the set of tender documents and submit bonafide offer.
26. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and condition or arithmetical correction or correction on account of overwriting/erasing of rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the Earnest Money shall be forfeited.
27. The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.
28. By submitting a tender for the work, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
29. The EMD provided by the tenderers along with the tenders will be returned to the unsuccessful tenderers after receipt of security deposit (if required in the terms of the contract) from the selected contractors on signing of the contract. However, the earnest money of unsuccessful tenderers(s) shall be refunded within 30 (Thirty) days from the date of placement of Work Order. In case of tender being rejected during the course of Techno-Commercial scrutiny, EMD shall be returned within 10 (Ten) days. No interest on the earnest money however will be payable.
30. Acceptance of the tender will be intimated to the successful tenderer by a Letter of Acceptance (LOA) to be followed by issue of Work Order subject to the tenderer depositing the required Initial Security Deposit (SD) within 10 (ten) days of issue of LOA. In case of failure by the party to deposit the SD and submit valid Permit as stated above within the stipulated date, the EMD is liable to be forfeited. The contractor shall be required to execute an agreement (applicable only if the value of work is more than Rs.5 Lakhs) after deposit of SD within the time specified in the Letter of Acceptance / Work Order. In the event of failure on part of the contractor to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
31. The date of commencement of the contract shall be as stipulated in the Work Order or actual date of starting the work/job whichever is earlier.
32. Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resort to canvassing, ill be liable for rejection.
33. The company reserves the right to accept/reject any or all tenders without assigning any reason thereof.
34. Tender shall be properly bound and submitted.
35. Tender documents are not transferable.
36. Proprietary firm, Registered firm, Registered Partnership firm, Private Limited Company, Public Limited company, Co-operative society etc. formed after date of tender are not eligible for participating in the tender.
37. It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the DGM UTTARAKHAND Website and no change is made therein before submission of their tender. In the event of any doubt

regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer of DGM UTTARAKHAND. In case any tampering/ unauthorized alteration is noticed in the tender submitted from the Tender Document available on the DGM UTTARAKHAND Website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter.

- 38.** Before submitting the tender, the tenderer should ensure that the details /documents submitted as per the Check List provided at page -3.

Director
Geology & Mining Unit,
Directorate of Industries
Dehradun, Uttarakhand

Date:

Place: Dehradun

FORM OF AGREEMENT

This agreement made the day of.....between the Geology & Mining Unit, Directorate of Industries (an organization Registered under the Government of Uttarakhand its Registered Office at Bhopalpani, Thano-Airport Road. PO: Barasi, Dehradun, Uttarakhand) and (hereinafter called the Employer) which unless repugnant to the context shall include it's successors, legal representative & administrators on one part and M/s.....(hereinafter called 'Contractor' which expression unless repugnant to the context includes its heirs, successor and permitted assigns) on the other part.

Whereas the employer desires that certain works should be executed and completed

i.e. "DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand"

The aforesaid quantity is to be executed in a period of 45 days from the date of Commencement of work (i.e. from / /). The employer has floated a **NIT NO. Dated** and has accepted the tender submitted by the Contractor for such works.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of the Contract hereinafter referred to:
2. The following documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a. i) NIT NO. **NIT NO. Dated**
 - ii) Invitation to Tender.
 - iii) Instructions to Tenderers
 - iv) Special Conditions of Contract (SCC).
 - v) General Conditions of Contract (GCC).
 - vi) Other Techno-Commercial Parts of the tender.
 - b. Price Bid including accepted rates and the amounts.
 - c. Employers Letter of Acceptance (LOA) No.
 - d. Contractor's acknowledgment of the receipt of LOA
 - e. Employers Work Order No.
 - f. Contractor's acknowledgement for receipt of Work Order.
 - g. Amendment to the Contract, if any.

These documents shall supplement each other and be read together. However, in case of any conflict between the provisions of GCC and SCC, the latter shall prevail.

3. In consideration of the payments to be made by the employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute, complete and maintain the works in

conformity with the provisions of the contract in all respect for 45 days w.e.f. _____ of commencement).

4. The employer hereby covenants to pay to the Contractor in consideration of the execution of the works, the contract price at the time and in the manner prescribed in the contract.

In witness where of the parties have hereinto set their respective hands and seals the day, month and year first above written through their authorized representatives.

For and on behalf of:

Contractor

Employer

For: M/s

*Geology & Mining Unit,
Directorate of Industries, Govt. of Uttarakhand
Bhopalpani, Thano-Airport Road, PO: Barasi
Dehradun-248008*

Signature of the Contractor

Signature:

Name of Signatory:

Name:

Designation:

In the capacity
of Seal :

Seal:

Date:

Place:

Witness:

1

Witness:

1.

2.

2.

ANNEXURE – I

FORM OF TENDER

(Tenderer are required to fill up all the blank spaces in this tender form)

To,

Geology & Mining Unit,
Directorate of Industries,
Govt. of Uttarakhand
Bhopalpani, Thano-Airport Road,
PO: Barasi, Dehradun-248008

Name of Work: “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”

Period of Contract: The contract shall be for a period of 45 days from the date of commencement of work.

Sir,

1. I/We having examined the Tender documents for your **NIT NO.....**
Dated for the above named work, we the undersigned offer to execute whole of the said work in conformity with the said tender documents containing the Invitation to Tender, Instructions to Tenderers, Special & General Conditions of Contract including Scope of work, Techno - Commercial Part and Price Bid at the rates stated therein.
2. I/We, undertake, if our tender is accepted to commence the work from the date as mentioned in the Work Order and complete the whole of the work within a period of 45 days from the date of commencement. We also agree that the contract shall be signed within the period as mentioned in the Letter of Acceptance/Work Order.
3. A sum of **Rs. 60,000/-** only is enclosed in the form of /Demand Draft/FDR Dated in favor of **The Director, Geology & Mining Department, Dehradun, Uttarakhand** towards Earnest Money Deposit (EMD).
4. I/We agree to abide by this Tender for the period of **120 days** from the date of opening of the tender and it shall remain binding on me/us and may be accepted by you at any time before the expiry of the period. I/We also agree that we shall not withdraw the tender during the aforesaid validity period of **120 (One hundred twenty) days**. However, if I / we withdraw it or vary the tender without the written permission of Tender Committee, Geology & Mining Unit, Directorate of Industries, Uttarakhand, Dehradun he shall have the right to forfeit the earnest money deposit.
5. Should this tender be accepted by you, I / we hereby agree to abide by and fulfill all terms & conditions of contract and in default thereof to pay Geology & Mining Unit, Directorate of Industries,

Signature & Seal of tenderer

Uttarakhand, Dehradun or their successor or their authorized nominees such sum of money as are stipulated in the terms and conditions contained in the contract.

6. Geology & Mining Unit, Directorate of Industries, Uttarakhand, Dehradun has the right to reject all tenders, in part or in full without assigning any reason whatsoever.
7. Till a formal agreement is prepared and executed, this tender along with other documents as stipulated in Clause - 9 of Instructions to Tenderers together with your written acceptance thereof shall constitute a binding contract between us.

Dated this _____ day of _____ 2022.

TENDERER:

SIGN-----

NAME-----

DATE-----

In the capacity of _____

Duly authorised to sign tender form

and On behalf of:-----

WITNESSES:

Signature: _____

Name: _____

Date: _____

Address: _____

Occupation:

Annexure A

(As per Clause 12 of Instruction to Tenderers):

DECLARATION

I/we hereby declare that neither I am nor any Partner/Director/officer of our Firm/Company is/are an employee past or present of Geology & Mining Unit, Directorate of industries, Uttarakhand, Dehradun nor in relationship of any employee of G&MU, Directorate of industries /Uttarakhand Government.

Otherwise, details are as under:

| Sl. No. | Name of Proprietor /Partner / Director/ officer of the Firm /Company | Name of Employee G&MU, Directorate of Industries, Uttarakhand, Dehradun | Relationship |
|---------|--|---|--------------|
| | | | |

The above declaration is true to my knowledge and belief and if any part or all found untrue, I/our Firm/Partnership/Company shall be liable for an action for banning of business dealings with Geology & Mining Unit, Directorate of industries/Uttarakhand Government and/or our Tender/Contract shall be liable for cancellation.

Signature & Seal of the Tenderer

Annexure B

(As per Clause 13 of Instruction to Tenderers):

DECLARATION

I/we hereby declare that neither I am nor any of Partners/Directors of our Firm/Company is/are made prime accused in prosecution before any Court of Law or involved in malpractice and/or theft of the property of G&MU, Directorate of industries /Uttarakhand Government.

The above declaration is true to my knowledge and belief and if any part or all found untrue, I/our Firm/Partnership/Company shall be liable for an action for banning of business dealings with Geology & Mining Unit, Directorate of industries /Uttarakhand Government and/or our Tender/Contract shall be liable for cancellation.

Signature & Seal of the Tenderer

To,
Geology & Mining Unit,
Directorate of Industries,
Govt. of Uttarakhand
Bhopalpani, Thano-Airport Road,
PO: Barasi, Dehradun-248008

Name of Work: “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”

Period of Contract: The contract shall be for a period of 45 days from the date of commencement of work

Dear Sir,

With reference to above, our para wise comment are as under;

1. **As per Clause-14 of Instructions to Tenderers :** Our firm /Non of our Proprietor, Partner, Director, Shareholders or their spouse working as contractor in GMU, DIRECTORATE OF INDUSTRIES UTTARAKHAND or any Government Department/Public Undertaking has not been: **(a)** Black listed. **(b)** Removed from the approved list of Contractors. **(c)** Demoted to lower class of job. **(d)** Under Orders for banning or suspending business with him/them. Otherwise, give details

2. **As per Clause-17.1 of Instructions to Tenderers :** Details of the our Bank Account, to which payment is to be made, is as under :-

Account No.

Name of Bank

Branch

3. **As per Clause-17.2 of Instructions to Tenderers :-**

Our Permanent Account Number is.....

The copy of PAN Card is enclosed.

4. **As per Clause-17.3 of Instructions to Tenderers :-**

Our GST Number is.....

Our SAC Code is.....

The copy of GST registration certificate is enclosed. We further declare that our firm is :

- | | | |
|---|--------------------------|-------------|
| a) Registered under Normal Scheme | <input type="checkbox"/> | Please tick |
| b) Registered under composite scheme | <input type="checkbox"/> | (✓) |
| c) Unregistered and not interested for GST registration | <input type="checkbox"/> | in |

5. **As per Clause-17.4 of Instructions to Tenderers** appropriate box

The Income Tax Return(s) submitted for the Assessment year(s)

The copy of the Income Tax Return(s) is/are enclosed.

6. Any other information.

(Signature of Tenderer)
(With Seal)

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun - 248008**

NIT NO.:

Date:

SPECIAL CONDITIONS OF CONTRACT

- In Addition to the General Conditions of Contract, the following Special Conditions of Contract shall also apply.
- The following terms and conditions where they differ from the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- Similarly, the description of work in the schedule wherever it differs from the specifications and /or Special Conditions of Contract, the description given in the schedule shall prevail.

1.0 **Name of Work:** “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”.

2.0 **SCOPE OF WORK:**

1. **Topographic mapping**

- (a) The agency shall be responsible for topographical survey in accordance with Mineral (Evidence of Mineral Contents) Rule, 2015(Amendment) Rules, 2021.
- (b) Boundary demarcation of auctionable mineral blocks/ mining leases shall be responsibility of the agency; and the demarcation shall be done as per Mineral (Auction) Rule, 2015(Amendment) Rules, 2021.
- (c) Preparation of contour map of desirable contour interval.
- (d) Preparation of Digital Terrain Model (DTM)/Digital Evaluation Model (DEM)/Digital Surface model (DSM).
- (e) Dron survey of both limestone blocks.

2. **Boundary Demarcation**

As per Mineral (Auction) Rule, 2015 (Amendment) Rules, 2021, boundary demarcation of actionable mineral block/mining leases shall be the responsibility of the agency. Collection of revenue maps of the block boundary area and superposition them on DSM with necessary desired georeference maps.

3. **Responsibilities of Agencies**

- i. Responsibilities of agencies include acquisition of the following documents/maps:
 - (a) Certified copies of Khata/Khashra, Cadastral map/Revenue map and Village map in hard and with kml, shape and AutoCAD file format in soft copy.
 - (b) GTS Points and RL from Survey of India.
 - (c) Preparation of map which show the forest land, revenue land, nap land and other land etc with their

measured area in hectare.

- ii. The Survey Agency shall be responsible for the accuracy of the data collected during Survey.
- iii. Co-ordinates of the Boundary Pillars shall be established in the world Geodetic System, 1984 (WGS-84) datum.
- iv. Reports of this work have to be submitted in hard as well as soft copy in desired (GIS/other) format of Geology & Mining Unit, Directorate of Industries, Dehardun, Uttarakhand.
- v. The detailed coordinates of the mineral block of the area and the time limit for completion of work will be mentioned in the work order.
- vi. Draft report with necessary maps should be submitted to the concerned Nodal Head of Geology & Mining unit, Directorate of Industries, Dehardun then after the approval of the Draft, the final report should be submitted in four copies with all text, maps, all enclosures and calculation sheet to Geology and Mining unit, Directorate of industries duly signed by concerned Nodal Head. Payment will be done only after the final submission of report.
- vii. The copy right of this report and all maps will be solely of the Geology & Mines Unit, Directorate of Industries, Uttarakhand. No part of the report and maps can be used in any format without proper & prior permission of the Nodal Head, Geology & Mines Unit, Directorate of Industries, Uttarakhand.
- viii. Agency will have to collect coordinate of boundary/intermediate points. It will be the responsibility of agency to fix boundary pillars on ground after completion of DGPS-Total Station Survey and Demarcation in following manner: -
 - (a) Each boundary point survey shall be surveyed using DGPS. The duration of observation shall be at least minimum 2 to 4 hour per point for better accuracy.
 - (b) The minimum distance between two successive intermediate points should not be more than 500 meters.
 - (c) Distance and bearing to the forward and backward pillars and latitudes and longitude shall be marked on the pillars.
 - (d) In case of forest area within the lease, the size and construction and color of the boundary pillars shall be as per the norms specified by the Forest Department in this behalf. The number of boundary pillars in the forest area will be established only after getting permission from Forest Department.
 - (e) In case of private owned land prior permission of owner of land will be taken before establishing any pillar in his land.
 - (f) Report preparation, Drawing submission, superimposition of satellite imagery on lease hold area
 - (g) Authentication DGPS Survey report from state Government

3.0 Period of Contract: The contract shall be for a period of 45 days from the date of commencement of the work. The date of commencement of work will be the date as mentioned in the LOA/Work Order or the actual date of commencement of the work as intimated by the Operating Authority / Engineer for the work, whichever is earlier.

4.0 Quantity:

- 4.1** The contractor has to execute the quantum of the work with suitable types of equipment/materials as per "Schedule of Work/Rates".
- 4.2** The quantities mentioned against each item the of "Schedule of Work/Rates", are approximate and may be subjected to variation, as per the discretion of the **"Inspecting Authority"** of the Contract.

6.0 Location of the Site: Coordinates of the block boundary is as follow:

Block-1-Gangolihat

| Block Point | Latitude | Longitude |
|--------------------|-----------------|------------------|
| A | 29.5767° | 80.0958° |
| B | 29.5797° | 80.0796° |
| C | 29.5949° | 80.0562° |
| D | 29.5854° | 80.0597° |
| E | 29.5854° | 80.0964° |
| F | 29.5787° | 80.104° |
| G | 29.5333° | 80.1293° |
| H | 29.5333° | 80.1221° |
| I | 29.5767° | 80.0958° |

Block-2-Gankot

| Block Point | Latitude | Longitude |
|--------------------|-----------------|------------------|
| A | 29.5796° | 80.1795° |
| B | 29.5795° | 80.2128° |
| C | 29.5527° | 80.2126° |
| D | 29.5529° | 80.1808° |

7.0 Inspecting & verifying Authority:

The Office surveyor /surveyor will be the In-charge/ inspecting and verifying authority at the time of field data execution.

8.0 Employer's Supply:

The employer will provide necessary help during execution the field work data acquisition.

Contractor's Supply:

9.0 Transportation/vehicle for survey job or any job relating to scope of work should be arranged by the party/consultant itself.

9.1 The Contractor shall make his own arrangement to provide all materials and services and labour of every description and all tools, tackles, plant, storage and transport necessary for the proper execution and completion of the work to the satisfaction of the Engineer or his authorized representative.

10.0 Rates:

10.1 The rates considered in the "Schedule of Work/Rates" are composite and comprise of labour, equipment, materials, tools and tackles and workmanship including all leads, handling, machines etc. and any other requirement needed to complete the job in totality.

10.2 The rates shall be inclusive of all taxes (excluding GST & Cess thereon), duties and levies including sales tax payable on works contract imposed / to be imposed by central/state Govt./Local Authority for entire completion period of works. There will be no adjustment in the contract price on this account.

10.3 Offer of Discount: If any discount is offered by any tenderer, it should be quoted, without any overwriting, only in the "Schedule of Work/Rates" (Price Bid) for the purpose of evaluating the net quoted rate. If such discount is mentioned anywhere else, the same shall not be considered for the purpose of evaluating the lowest quoted rate.

11.0 Eligibility Criteria:

- a) The tenderer having executed or completed any single job for **conducting PL/ML Boundary demarcation, DGPS Survey/ Geo-referencing etc. of a value of single work at least Rs. 10 lakhs or two work order value of Rs. 5 lakhs each** in any Govt. Organization/ Public Sector undertaking /Private Limited Company shall be eligible for the tender. **The tenderer shall submit copies of Work Order/Agreement and/or job Completion; completed in last five years.**
- b) The tenderer should be financially sound enough to execute the job. i.e having a financial turnover of at least 25 lakhs once in any last three financial years. Necessary supporting documents submit for the same.

12.0 Progress of Work:

- 12.1** The programme for work shall be finalized in consultation with Geologist/Mine Engineer so as to complete the job within stipulated period of contract.
- 12.2** The contractor shall phase his work with all other agencies who may also be working simultaneously on connected work and no claim for idle labour, extension of completion time etc. on this account will be entertained. Contractor or his representative shall take complaints daily from the department without failure.

13.0 Survey and Reports: -

- a. A professional qualified surveyor is to be made available to carry out field survey as per the laid methodology.
- b. The field book used for survey shall contain all relevant observations and field sketches.
- c. Mining lease Boundary demarcation and fixing of lease boundary Pillar, DGPS is to carried out as per the Rule no 12 1 V of the mineral concession Rules 2016 and circular issued by Indian Bureau of mines vide circular No. N-11013/3/MP/90-CCOM Vol-VII Nagpur, dated 06/04/2010.
- d. The progress of the job to be submitted to Executing authority in the first week of every month.
- e. The Job has to be carryout as per instruction of Our Executing and inspecting officer.
- f. Supply of DGPS Co-ordinates pillar-wise with location plan both in hard copy and soft copy.
- g. Draft copy of the survey report with all maps should be submitted before the final submission of the report to the nodal officer for checking and correction.
- h. Final complete Report along with drawings both in hard in 10 copies each and soft copy (2 copies).
- i. Any Technical quarries/comments from statutory bodies either from State Govt. or from Central Govt. during Authentication of map or after to be implemented/rectified/corrected on in survey/map/report to be resubmitted without any additional cost.

14.0 Acceptance of survey reports

The details of survey reports prepared against this tender should be as per the standards laid down Rule no 12 1 V of the mineral concession Rules 2016 and circular issued by Indian Bureau of mines vide circular No. N-11013/3/MP/90-CCOM Vol-VII Nagpur, dated 06/04/2010 and will be acceptable to Geology & Mining unit, Directorate of industries, Uttarakhand Government Dehradun, Uttarakhand.

15.0 Certified Completion of Work:

As soon as in the opinion of the Engineer, the Works have been completed, the Engineer shall issue a Certificate of completion in respect of the works and the period of maintenance of the work shall commence from the date of issue of such certificate.

- 16.0 Maintenance Period:** Maintenance period for the work executed shall be 45 days from the date of completion of the work. If any defect is observed during the maintenance the same shall be rectified free of cost by the contractor. After expiry of the maintenance period as mentioned above, the security deposit of the work will be released.

17.0 Payment of Bills:

17.1 Submission of Bills: The contractor will submit bill to be drawn in compliance with GST laws, in triplicate to the Engineer/Operating Authority stating therein the full particulars, agreement reference, indicating the total quantity executed and other supporting documents.

The bill should be in printed form with sign of contractor or his authorised representative under a rubber stamp.

The bill will be verified by the Engineer / Operating Authority through the quantity and quality of the work executed and recorded in the measurement book. The Geologist/Mine Engineer /operating authority or his authorized representative and the contractor shall jointly sign the bills of the work executed.

17.2 Payment Terms:

Payment shall be released, as per schedule given below.

- (i) The final payment will be made after authentication and approval of the complete survey report by the Officer/ Committee Constitution by the Director, Department of Geology & Mining, Directorate of Industries, Dehradun.
- (ii) No advance payment will be made to the successful bidder.
- (iii) 30% Payment will be made after completion of the survey of work.
- (iv) Remaining Payment will be made after the project is completed and the completion certificate duly given by the committee/office.

17.3 Paying Authority: Director, Geology & Mining Unit, Dehradun, Uttarakhand shall be the paying authority for this contract.

17.4 Any delay in payment will not be treated as a valid reason for grant of time extension for completion of the work or any other claim by the contractor.

18.0 Manpower & Supervision:

18.1 The Contractor must engage minimum required workers for executing the tendered job.

18.2 All persons employed by the contractor for carrying out the job shall be exclusively under his direct employment and the rule of master and servant will apply as between the contractor and his employees. In addition, the contractor shall directly be responsible for statutory obligations of any and all kind passed from time to time under the law.

18.3 The contractor from his side shall intimate the Employer as to who will be the person in charge from his side for safety, operation and supervision of the work on his behalf and taking the instructions, documents etc. from the Engineer or his representative, as and when necessary for execution of the work. The authorized representative of contractor should always be available at the site of work during working hours.

18.4 The contractor shall not allow any visitors on the work site without prior permission of the Employer / Geologist /Mine Engineer.

19.0 Taxes & Duties:

19.1 TDS for Income Tax :

Tax deduction at source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.

19.2 GST & Other Taxes:

- (i) For levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per

Goods and Services Tax (Compensation to States) Act, 2017.

- (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- (ii) The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to Department of Geology & Mining, Directorate of Industries, Dehradun.
- (iii) Department of Geology & Mining, Directorate of Industries, Dehradun shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the samewhile working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by Department of Geology & Mining, Dehradun and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by Department of Geology & Mining, Dehradun in the form of reduction in the value of invoice raised by Vendor/Supplier/Contractor, then Department of Geology & Mining, Dehradun will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- (iv) Evaluation of L-1 tenderer shall be done based on the quoted rate only.
- (v) For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
- a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made.
 - b. In other cases (i.e., where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to Department of Geology & Mining, Dehradun.
- (vi) In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
- a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
 - b. In other cases (i.e., where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to GMU Dehradun. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- (vii) Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by Department of Geology & Mining, Dehradun in the customized format shared by Department of Geology & Mining, DIRECTORATE OF INDUSTRIES UTTARAKHAND in order to enable Department of Geology & Mining, Dehradun to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable Department of Geology & Mining, DIRECTORATE OF INDUSTRIES UTTARAKHAND to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- (viii) In case Input Tax Credit of GST is denied or demand is recovered from Department of Geology &

Mining, Dehradun by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify Department of Geology & Mining, DIRECTORATE OF INDUSTRIES UTTARAKHAND in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Department of Geology & Mining, Dehradun, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor and /or also from any sum payable to the contractor by any other Department of Geology & Mining, Dehradun.

- (ix) Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- (x) Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure as per CGST Act, 2017.
- (xi) Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.

19.3 All taxes and duties (including royalty and cess on the material used, if any) or other charges either existing or imposed or increased by central, State Govt. or anybody constituted under any statute shall be paid by the contractor.

19.4 During the period of the contract, if any Govt. dues or other dues under whatsoever Act /Attachment/ Notice related to the contractor may be received by the Company, the same shall be realized from the contractor's bills.

20.0 Safety & Other Obligations:

The contractor will be fully responsible for the safety and other statutory obligation for carrying out the job.

21.0 Price Variation:

The contract rates for all items of work mentioned in "Schedule of Work/Rates" shall remain firm during currency of the contract. There will not be any change in rates on any account whatsoever.

22.0 Security Deposit (SD):-

22.1 To indemnify the Company against any losses or any claim that the Company might have to suffer on account of non-fulfillment of the statutory and other obligations by the Contractor and also as security towards due and faithful performance of the contract by the Contractor, a Security Deposit equivalent to **10%** of the Total work-value will be realized from the Contractor. The tender shall be deposited by the Contractor within **10 (Ten) days** from the date of issue of Letter of Acceptance (LOA) / Award of Work, in the form of Demand draft / payment in favor of "**The Director, Geology & mining Department, Dehradun, Uttarakhand**". Failure to deposit the SD amount within the stipulated time (which shall include any extension granted by the employer at his discretion) shall make the earnest money deposited by the tenderer liable to forfeiture and cancellation of the LOA/ Award of the Work.

The Security Deposit shall bear no interest and will be refunded to the contractor as per provisions stipulated in the terms and conditions of the contract.

22.2 The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in the future, without prejudice to the rights of the company or otherwise available under the law.

Any dues of the company against the Contractor under the contract resulting from the award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit

and if SD is insufficient, the same could be recovered from the Contractor.

In case of the termination of the contract by the contractor, the company shall have the right to forfeit the Security Deposit

23.0 Refund of Security Deposit: On due satisfactory performance and completion of the contract in all respect, the Security Deposit shall be refunded to the Contractor, without any interest after final acceptance of the survey report, subject to the condition that the Contractor shall produce a No demand/No Claim certificate from his side and get Completion certificate from the Engineer for the work, stating therein that the works/maintenance period has been satisfactorily completed in all respect and there is nothing dues for recovery against the contractor.

24.0 Default: The performance of the contractor will be considered unsatisfactory if:

- a) The contractor does not attend the work as per contract and /or sub-order in full or part in time without any valid reason.
- b) The contractor does not carry out the instruction of the Engineer.
- c) The contractor has executed excess work beyond the allotted amount without any written clearance from the Engineer.
- d) The contractor is found consistently irregular in operating to the concerned supervisor/Engineer for carrying out the day-to-day business.
- e) The contractor incurs a loss to the company in any of the activities.
- f) the contractor does not follow the terms and conditions as per the Agreement.
- g) The contractor executes any defective/poor-quality work.
- h) The contractor does not supply the materials/equipment as per specification and does not respond to the instruction /information of the department/legal authority in time.

25.0 Liquidated Damages:

The work shall have to be completed within the scheduled completion period. Any delay in the completion of the work for reasons attributable to the contractor shall attract the penal provision of the contract, which is as follows: -

“If the contractor fails to complete the work within the prescribed completion schedule, the company shall be entitled to recover, not by way of penalty, a sum equivalent to 1% of the awarded value of work per week delay or part thereof, by which the contractor is in fault, subject to a maximum of 10% of awarded value of work”.

The company also reserves the right to transfer remaining portion of the work to other contractors on the same terms and conditions.

If the party fails to complete 25% of the value of the awarded work order issued to them against the contract, the balance work under the contract of the defaulting party shall be got executed through other party, at his risk and cost and his performance shall be recorded and will form the basis of allowing his participation during next cycle of the tendering process.

In case of any dispute in this matter, the decision of Employer will be final and binding on the contractor and no claim will be entertained later on.

26.0 Evaluation of Price Bid: The work shall be awarded / executed by one agency /tenderer. **The tenderer shall quote the rates mentioned in the “Schedule of Work/Rates” (Price Bid), equally applicable to all the items mentioned in the Schedule.**

Further, the quoted rates must cover applicable minimum wage rates payable to their workman for respective category as per Central Govt. notification (for Non-Coal Mines - Above ground), if it is observed that the quoted rates do not cover such applicable minimum wage rates, the offer will be treated as invalid and will not be considered for evaluation of ranking

Based on quoted rates, the lowest tender (L-1 tender) shall be evaluated.

27.0 If a tenderer quotes unworkable rates i.e., if the quoted price for total value of work is less than the lower limit of the estimated price for total value of work and is considered for placement of order, the tenderer will be asked to justify the rate quoted. On non-acceptance of justification given by the tenderer/ refusal of submitting the justification of quoted rate, the tenderer will be asked to submit **Performance Guarantee Bond (in addition to security deposit)** and the same is to be submitted along with Security Deposit (SD) after issuance of LOA in prescribed format in the form of Money Receipt/Bank Draft/Bank Guarantee. The amount of Performance Guarantee Bond will be decided by Department of Geology & Mining, Dehradun, at the time of placement of order. Earnest money of the tenderers who refuse to give Performance Guarantee Bond, as required, will be forfeited and they will not be considered in re- tendering if order/contract is not finalized from the present order.

The performance guarantee bond should be in the form of Bank Draft / Bank Guarantee from any Scheduled Commercial Bank except Co-Operative and Gramin Bank only. In case the tenderer has any outstanding amount with the company against different tender, the same will not be adjusted for this purpose.

28.0 In addition to the "Special Conditions of Contract", the successful tenderer shall also comply with the "General Conditions of Contract" applicable for Contractual works at Department of Geology & Mining, Dehradun. The Contractors are advised to go through the same before submission of their offer.

29.0 Foreclosure of Contract: The employer shall have the right to foreclose the contract by giving a 15(fifteen) days prior notice without assigning any reason whatsoever. Any claim towards loss or damage incurred by the Contractor due to such foreclosure of contract, shall not be entertained. The period of notice shall be reckoned from the date of issue of notice.

30.0 Contract Document: The several documents forming the contract, are to be taken as mutually explanatory of one another. In case of any difference or conflict between Special Conditions of the Contract and General Conditions of Contract, for clauses appearing in both, the clause of Special Conditions of Contract shall prevail over the other.

31.0 Amendment: The contract shall not be amended except through an amendment which shall be on stamp paper of requisite value and signed by the representatives of both the parties authorised to sign the amendment with the approval of Competent Authority.

32.0 Till completion of the contract, all the terms and conditions stipulated in the tender document floated vide **NIT No. Dated** shall remain applicable.

33.0 In all disputes the decision of the Director, Geology & Mining Unit, Dehradun, Uttarakhand shall be conclusive binding and shall prevail over all other terms and conditions of contract.

34.0 JURISDICTION: The **District Court at Dehradun** shall have the exclusive jurisdiction upon any matter arising out of this contract.

Director
Geology & Mining Unit,
Directorate of Industries
Dehradun, Uttarakhand

MANDATE FORM FOR RECEIVING OF PAYMENT IN ELECTRONIC MODE

| | | |
|----|---|--|
| 1 | PARTICULARS OF EMPLOYEE/VENDOR/ SUPPLIER/CONTRACTOR/INVESTOR/CUSTOMER/OT HER (Please specify) | |
| A. | NAME | |
| B. | ADDRESS | |
| C. | EMAIL | |
| 2 | PARTICULARS OF BANK ACCOUNT | |
| A. | BANK NAME | |
| B. | BRANCH NAME | |
| C. | ACCOUNT NUMBER (FULL) (As required for electronic payment/EFT/RTGS/SEFT) | |
| D. | BANK ADDRESS WITH TELEPHONE NO. | |
| E. | BRANCH CODE, if any | |
| F. | 9-DIGIT CODE NUMBER OF THE BANK & BRANCHWHEREVER AVAILABLE (Appearing on the MICRCHEQUE issued by the bank) (Enclosed a copy of cancelled cheque) | |
| G. | ACCOUNT TYPE (S.B. Account/Current A/C or Cash Credit) | |
| H. | LEDGER NO/ LEDGER FOLIO NO. | |
| I. | IFSCCODE FOR NEFT | |
| J. | IFSCCODE FOR RTGS | |

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold G&MU, DIRECTORATE OF INDUSTRIES, DEHRADUN, UTTARAKHAND responsible. I have read the option, invitation letter and agree to discharge responsibility expected of me as a particular under the Scheme.

Signature of the Investor/Customer/Employee/
Vendor/Supplier/ Contractor, with seal of the firm

Date:

Name and Address:

Certified that the particulars furnished above are correct as per our records

Signature of the Authorised official from the Bank

Signature & Seal of tenderer

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun – 248008**

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires.

- 1.1.1 **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval, and “approval” means approval in writing including as aforesaid.
- 1.1.2 **Company** means Department of Geology & Mining, Directorate of Industries, Bhopalpani, PO-Barasi, Thano-airport road, Dehradun, Uttarakhand.
- 1.1.3 **Competent Authority** means Head of the Department of the employer and any other Executive empowered under its Delegation of Powers and also includes his nominee.
- 1.1.4 **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, drawing specifications, Scope of Work showing approximate quantities, tender submitted by the Tenderer, including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work Order and the Contract and any communication having the effect of amendment of the contract, and the contract agreement.
- 1.1.5 **Contract price** means the sum named in the tender that has been accepted, subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract.
- 1.1.6 **Contractor** means "the Tenderer" whose tender has been accepted and includes the Contractor's authorized representative, successors or permitted assignees, legal heirs.
- 1.1.7 **Director** means and includes the Director holding the Charge of Department of Geology & Mining, or the Director's designated representative, or other empowered contract awarding authority. The director shall make all determinations of the Employer/Company with respect to the contract, except those specifically reserved to the Engineer.
- 1.1.8 **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
- 1.1.9 **Employer** means the Department of Geology & Mining, Directorate of Industries, Bhopapani, PO-Barasi, Thano-airport road, Dehradun, a company registered under the Directorate of Industries, Govt of Uttarakhand.
- 1.1.10 **Engineer** means Mine Manager/Geologist or any other person appointed from time to time by the Employer and notified in Writing to the Contractor to act as Engineer for the purpose of the contract. Where Work must be "Approved", or be performed "As Directed", or "As Required" (or words of like import), the approval, direction or requirement will be made by the Engineer.
- 1.1.11 **Engineer's Representative** means any assistant of the Surveyor/Engineer/Mine Manager appointed

from time to time by the Engineer/Mine Manager to perform the duties set forth in Clause-2 hereof whose authority shall be notified in writing to the Contractor by the Engineer/Mine Manager.

1.1.12 **Equipment** means all tools, instruments, trucks, dumpers, drills, dozers, excavators, appliances or things of whatsoever nature required in course of the execution, of the works or temporary works.

1.1.13 **Notice in Writing** or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post / courier (withPOD) to the notified address, or the Registered Office of the addressee, or the Contractor's site office, and shall be deemed to be sufficient service if so sent or left at that address.

1.1.14 **Private Siding** shall mean the Rly. siding as defined in the agreement with the Railways and where the Railway wagons are placed for unloading / or booking of the materials / goods of the Employer.

1.1.15 **Site** means the lands and other places under in or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the contract.

1.1.16 **Terms & Conditions** means the Special Conditions of Contract and General Conditions of Contract herein mentioned and other stipulations incorporated in any part of Tender Document and /or Draft Agreement.

1.1.17 **Tender** means offer against Enquiry / Advertisement submitted by Tenderer.

1.1.18 **Tenderer** means and includes the person or firm or Company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.

1.1.19 **Work** means all work as given in the Scope of Work in the Tender Document and includes any associated work required for fulfilment of the Scope of Work and as set forth and required by the specifications, drawings & schedules hereto annexed, and also such additional instructions and drawings as shall from time to time during the progress of work be supplied by the employer.

1.1.20 Words importing the singular only shall include the plural and vice versa. Where the context requires, words importing person only shall include firms and corporations and vice versa.

2.0 DUTIES OF ENGINEER'S REPRESENTATIVE:

2.1 The duties of Engineer's Representative are to watch and oversee the work. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract, nor, except as expressly provided thereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Company nor to make any variation of or in the Works.

2.2 The Engineer may from time to time in writing delegate to the Engineer's Representative any of the power and authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegation of power or authorities. Any written instruction or written approval given by Engineer's Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the Employer provided however: -

- a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the powers of the Engineer thereafter to disapprove such work or materials.
- b) If the Contractor is dissatisfied by any decision of the Engineer's Representative, he may refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision and the same shall be final and binding on the Contractor.

3.0 ASSIGNMENT / SUB-CONTRACTING:

3.1 The Contractor shall not assign the contract, or any other part thereof, or any benefit or interest therein or thereunder, without the prior written consent of the Employer.

3.2 The Contractor shall not sub-contract the Works, except where otherwise provided by the contract,

without the written consent of the Employer, and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any Sub-Contractor, his agents, servants or workman as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen.

Provided always that the provision of labour on a piece-work basis shall not be deemed to be subletting under this clause.

4.0 CONTRACT DOCUMENTS:

4.1 Documents mutually explanatory: The several documents forming the contract are to be taken as mutually explanatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by the employer who shall thereupon issue to the Contractor instructions/directions indicating the manner in which the work is to be carried out. However, if there is any conflict regarding any term or expression or instruction used in more than one document, the term or expression or instruction in the later document as arranged seriatim in Article: 1.1.4/1.1.19, shall take precedence and have overriding effect, and modify or replace any such term or expression occurring in an earlier document.

4.2 Further Instruction: The Engineer shall have full power and authority as delegated to him by the Employer, to issue to the Contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

5.0 GENERAL OBLIGATION OF CONTRACTOR:

5.1 Contract Agreement: The Contractor shall enter into and execute a contract agreement in the form as prescribed by the Employer within the time specified in the letter of acceptance and in default thereof the payment to be made to the contractor under the contract shall not be made till the agreement is signed. The cost of the stamp duty for the agreement is to be borne and paid by the Contractor.

5.2 Site Conditions and Requirements of Work: By making the Offer / submitting the Tender, it will be deemed that the Tenderer / Contactor had studied the Tender papers carefully. It will be presumed that the Drawings for the Work, that were available in the office of the Engineer, have been inspected. It will also be presumed that the Contractor had inspected the site of the work to acquaint himself with the site and local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto. The Contractor has thus made himself aware of the conditions and the requirements under the Contract, and the facts on the ground, before consenting to the Contract. The Company therefore, will not accept any subsequent claim of misunderstanding or misrepresentation of essential information / fact relating to the Work or Contract.

5.3 Sufficiency of tender: The Contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

5.4 Employment of Labour: Employment of labour and fixing of their wages and other benefits will be done by the Contractor as per the provisions of the Contract Labour (R&A) Act 1970 and Rules framed thereunder. The Contractor shall also comply with all Acts and Rule framed thereunder by the appropriate Government from time to time including those governing the protection of health, sanitary arrangements, wages, welfare & safety of contract labour employed. The rules and other statutory obligations with regard to fair wages and all terminal benefits, welfare & safety measures, maternity leave and maintenance of necessary registers etc. will be deemed to be part of the Contract and shall be the sole responsibility of the Contractor. The Contractor will get himself registered with concerned

statutory authority as provided in the Act and shall be directly responsible to the authorities thereunder for compliance with the provisions thereunder. The Contractor shall keep engaged such number of labourers as shall be necessary for the timely execution of the job. The Contractor shall not increase the number of workers without prior permission of the Employer. The retrenchment compensation and other benefits will be paid by the Contractor to the labourer as per the provision of the Industrial Disputes Act. The Contractor shall strictly comply with the statutory rules and regulations in respect of working hours of female labourer at site and other benefits available to such female contract labourers.

5.5 Security Deposit: To indemnify the Company against any losses or any claim that the Company might have to suffer on account of non-fulfilment of the statutory and other obligations by the

Contractor and also as a security towards due and faithful performance of the contract by the Contractor, a Security Deposit equivalent to 10% of the Total work-value will be realised from the Contractor. Out of this, the Initial Security Deposit will amount to 2 1/2 % of the Total -value. The Initial Security Deposit less the Earnest Money already deposited is to be deposited by the Contractor within 10 (ten) days from the date of Issue of Letter of Acceptance in the shape of Bank draft/Bankers Cheque from the branch of a Public Sector bank nearest to the mines. The Security Deposit equivalent to the balance 2 1/2 % of the work-value will be recovered from the progressive bills of the Contractor. The Security Deposit shall bear no interest and refund will be as per provision relating to refund of Security Deposit mentioned in General Conditions of Contract.

5.6 Work to the satisfaction of Engineer: The Contractor shall execute the work efficiently and complete it all respects in strict accordance with the contract terms and conditions and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter in accordance to the terms of the Contract. The Contractor shall take instructions and directions only from the Engineer or from the Engineer's Representative subject to Clause 2.1 hereof.

5.7 Contractors Superintendence: As soon as practicable, after the acceptance of his tender, the Contractor shall if required submit to the Engineer for his approval, a programme showing the order of procedure and methods in which he proposes to carry out the work, and shall whenever required by the Engineer furnish for his information, particulars in writing, of the Contractor's arrangements for carrying out the work and of the equipments which the Contractor intends to use for the contract. The submission to and approval by the Engineer or its authorized representative of such programme or the furnishing of such particulars shall not absolve the Contractor or any of his duties or responsibilities under the contract.

The Contractor shall provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for carrying out the contract. The Contractor or his competent and authorized representative as approved by the Employer in writing, which approval may, at any time, be withdrawn, shall engage himself continuously on the works and shall make available whole of his time for the superintendence of this contracted work. If such approval is withdrawn by the Employer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove his representative from the site and shall not thereafter employ/engage him again on site in any capacity and shall replace him by another representative approved by the Employer. Such authorized representative shall receive on behalf of the Contractor instructions and direction from the Engineer or from the Engineer's representatives subject to clause 2.0.

If in the opinion of the Engineer due progress is not made with the work in accordance with the contract and / or any directions given by the Engineer are not properly complied with or attended to, the Engineer may, if he considers it necessary or proper for the due execution of work in accordance with the contract, of which his certificate in writing will be sufficient evidence, order the employment

of extra supervising staff to supervise the work, and the expenses of such employment including the salary of the supervising staff shall be provided by the Contractor, provided that the Engineer shall give to the Contractor not less than 7 days previous notice in writing of his intention to exercise this power.

5.8 Contractor's Employees: The Contractor shall provide and employ at site in connection with the execution of the contracted work, Contractor's employees comprising.:

- a) Only such technical assistants and other staff as are skilled and experienced in their respective callings and foremen competent to provide proper supervision to the works, and
- b) Such skilled, semi-skilled and unskilled labourer as is necessary for the proper and timely execution of the contracted works.

The aforesaid employees will be under the direct control and supervision of the contractor. The Engineer shall be at liberty to object to and require the contractor to remove from the work any person employed by the contractor for or in connection with the execution of the work whose employment is considered by the Engineer to be detrimental or undesirable and such person shall not be again employed for the work without written permission of the Engineer. Any person so removed from the work shall be replaced without delay by competent substitute.

The Contractor shall submit to the Engineer or the Engineer's Representative, returns in such forms and at such intervals as the Engineer may prescribe, from time to time showing in details the supervisory staff, his permanent employees deployed at site and the numbers of the several classes of labourers engaged by the Contractor at site and such other information as may be deemed necessary for the purpose of ensuring that the provisions of the contract, in so far as Contractor's employees are concerned, are being duly complied with by the Contractor.

The Contractor shall not employ labourers below the age as specified in the Mines Act/Mines Regulations and also shall not employ labourers of more than 60 years of age and shall also employ only medically fit persons.

5.9 Watching and Lighting: The Contractor shall, in connection with the work, provide and maintain at his own cost lights, fencing and watching as and when necessary or as required by the Engineer or Engineer's Representatives for the protection of the work and for the safety and convenience of the public or others.

5.10 Damage to person or property: The Contractor shall except if and so far as the contract otherwise provides, indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of and in the course of execution of contract, as a consequence thereof and against all claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.10.1 From the commencement of the work to its completion the contractor shall take full responsibility of the care of the work including the mines and minerals and of all temporary works, and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at the completion the works shall be in good order and conditions and in conformity in every respect with the requirement of the contract and the Engineer's instructions.

5.10.2 Before the commencement of the contracted work, the Contractor shall, but without limiting his obligations and responsibility under clause 5.10.1 hereof, insure against any damages loss or injury which may occur to any property, including that of Employer, or to any person, including any person /employee of the Employer, by or arising out of the execution of contracted work or in carrying out the contract otherwise than due to 'excepted risks'.

Note: The 'excepted risks' mentioned above are war hostilities (whether war be declared or not), act

of foreign enemies, rebellion, revolution, insurrection or military or usurped power , civil war or riot, commotion or disorder (otherwise than among contractors own employees) riot, commotion or disorder, or any such operation of the forces of nature as responsible foresight and ability on the part of the contractor could not foresee or reasonably provide against.

- 5.11 Third Party Insurance:** The Contractor shall take third party insurance towards third party liability. The third party liability shall cover loss/disablement of human life(persons not belonging to the Contractor). Such insurance shall be effected with an insurer and in terms approved by the Employer. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2.0 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1.0 lakhs per partial disablement and shall nevertheless cover such compensation as may be awarded by a court of Law in India or abroad. The Contractor shall whenever required, produce to the Engineer the policies of insurance and the receipts for payments of the current premium. As such, the employer shall not be responsible and liable on this account and the liability shall remain entirely with the Contractor. Further the contractor shall continue to be bound by the provisions of the Workmen Compensation Act and other statutes relating to this, as may be applicable, and the above insurance shall in no manner whatsoever dilute his statutory responsibilities and obligations.
- 5.12 Accident or Injury to Workmen:** The Employer shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the Contractor, save and except for accident or injury resulting from any act or default of the Employer, his representative or servant. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
- 5.13 Workman Compensation:** The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Employees Compensation Act, 1923 or any other law for the time being in force by, or in respect of any workmen employed by the Contractor or any Sub- Contractor in carrying out the contract and against all costs and expenses for penalties incurred by the Employer in connection therewith and, without prejudice to any other means of recovery, the Employers shall be entitled, to deduct from any money due or become due to the Contractor (whether under this contract or any other contract) all money paid or payable by way of compensation aforesaid or for costs or expenses in connection with any claims thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by Contractor under the provisions of this Clause.
- 5.14 Notice & Payments of fees:** The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of this contracted work and by the Rules & Regulation of all public bodies whose property or rights are affected or may be affected in any way by the contracted work.
- 5.15 Fossils:** All fossils, coins, articles of value or antique and structures and other remains or things of geological or archaeological interest discovered on site shall be, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precaution to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof deposit the same with the Employer, at the place designated by the Engineer.
- 5.16 Patent Right & Royalties:** The Contractor shall be liable and responsible for any claim made against

the Company for any infringement of patents through the use or application of patented tools, articles, appliances, structures, materials, devices, applications, methods, ways, processes or any other use of such patent in the performance of the Work or by the use of any process or method connected with the Work or by the use of any materials used upon the Work, except to the extent that a claim results from the Contractor's use of a material or product specifically required by the Company in the Specifications. The Contractor shall save harmless and indemnify the Company from and against all costs, expenses and damages (including reasonable legal expenses), which any of them shall incur or be obligated to pay, by reason of any such infringement or claim of infringement, and shall, at the election of the Company, defend at the Contractor's sole expense, all such claims in connection with any alleged infringement.

- 5.17 Interference With Traffic & Adjoining Properties:** All operations necessary for the execution of this contracted work shall so far as in compliance with the requirements of the contract permits, be carried out so as not to interfere unnecessarily or improperly with the public or private convenience or the access to use and occupation of public or private roads and foot-paths or to the properties whether in the possession of the Employer or any other person and the Contractor shall save harmless and indemnify the employer in respect of all claims, damages proceedings damages, cost, charges and expenses whatsoever arising out of or in relation to any such matter.
- 5.18 Facilities for other Contractors:** The Contractor shall in accordance with the requirements of the Engineer afford all reasonable facilities to any other Contractors employed by the Employer and their workmen and for the workmen of the Employer and of any other properly authorised authorities or statutory bodies who may be employed in the execution on or near the site of any work not included in the Contract scope or any contract which the Employer may enter into in connection with or ancillary to this contracted work.
- 5.19 Clearance of Site on Completion:** On the completion of the period of contract all materials, rubbish and temporary structures of any sort or kind used for the purpose of or connected with contracted work including quarters for Contractor's labourers are to be removed by the Contractor and all pits and excavations filled up and site handed over in a tidy and workmanlike condition. No final payment in settlement of the accounts for the work shall be held to be due or shall be made to the Contractor till such site clearance shall have been effected by him. In the event of the Contractor failing to comply with this provision within 7 days after receiving notice in writing from the Engineer to that effect, such clearance may be made by the Engineer at the expense of the Contractor without any further correspondence. The Employer shall under no circumstances be held liable for any loss or damage to such Contractor's property as may be on site due to removal therefrom, which removal may be effected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the Engineer. Employer shall not be liable to make any payment in this respect.
- 5.20 Force Majeure:** If, at any time, during the currency of this contract, the performance in whole or in part, by either party, of any obligation under this contract, shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemic, quarantine restrictions, Acts of State or other Acts of God, hereinafter referred to as eventualities, then, provided notice of the happenings of any such eventuality is given by either party to the other, within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract, nor shall either party have any claim for damages against the other, in respect of such non-performance or delay in performance and work under this contract shall resume as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Employer as to whether the work has to be resumed shall be final and conclusive.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of *force majeure* lasting continuously for a period of at least three months, the two parties should consult each other regarding further implementation of the contract, provided always, that if no mutually satisfactory arrangement is arrived at, within a period of a month, from the expiry of three months referred to above, the contract shall be deemed to have expired at the end of the said 4th month referred to above, in which event the liability under the contract shall be settled taking into consideration the work carried out by the Contractor upto the expiry date without prejudice to the rights of Employer arising prior to the expiry date.

If there are any Judicial Pronouncement/Statutory notifications/orders, the employer reserves to himself the right to withdraw partly or fully any item/items of work as required for compliance of such orders without any financial claim on this account by the other party.

5.21 Foreclosure of Contract: The employer shall have the right to foreclose the contract for whatever reasons by giving three months' notice on the Contractor without any claim of damages by the Contractor.

5.22 Supply of Materials etc.: Except where otherwise specified, the Contractor shall, at his own expense, supply and provide all the construction plant, temporary works, materials both for temporary and for permanent works, labour (including the supervision thereof) transport to or from site and in and about the works and item of any kind required for the constructions, completion and maintenance of the works.

If the Employer has undertaken to supply materials specified in the Special Condition of Contract or otherwise at terms stated therein, the Contractor shall keep himself in touch with the day-to-day position regarding the supply of materials from the Engineer/Mines Manager and shall so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. No claim whatsoever shall be entertained by the Employer on Account of Delay in supplying materials or in the event of its inability to such supply at all.

5.23 Idle Labour/Machinery: No claim on account of idle wages of the labour or idle charges for machineries engaged shall be entertained under any circumstances.

5.24 Liquidated Damages: The work shall throughout the stipulated period of the contract be proceeded with due diligence. The Contractor is to complete the contracted quantity within the time as stipulated in the contract. However, if no monthly target is separately specified, the contracted quantity would be prorated monthly and treated as the monthly target.

If the Contractor fails to fulfill the quarterly target during the quarter and/or as required by the Company, Liquidated Damages, not as a penalty equal to 10% of the value of the left out quantity of the quarter, will be recovered. However, the total L D during the entire tenure of the contract shall be subject to a maximum of 5% of the contract value for which final reconciliation of L.D. amount shall be done at the end of the contract period and adjustment of L.D., if any, shall be done.

If the L.D. so imposed exceeds the security deposits of the contractor then the employer may deduct the same from the amount due to the contractor in any other contract. This is, however, without prejudice to any other right of recovery that the employer may have against the contractor in this regard under the law.

The deduction of such damage as referred above shall not however relieve the contractor from his obligations to complete the work in time as stipulated in the contract.

However, if the short fall exceeds 30% during the quarter, the Company reserves the right to terminate the contract without any notice and get the job completed through any other means including engagement of other agencies at the Contractor's risk and cost.

5.25 Lien: The employer shall have a first and foremost lien upon the plant, machineries and materials of the contractors against its all dues and till the same are paid off by the contractor, the employer shall have a exclusive right to retain its all aforesaid goods and materials.

While the Company will take all the reasonable care of the plant, machineries and materials over which it exercises its lien, neither the Company, nor its servants or agents, will be held responsible for loss, destruction or deterioration of the plant, machineries and materials, because of any alleged inadequacy in maintenance, or circumstances beyond the control of the Company. The Company will be entitled to be reimbursed by the Contractor, any cost incurred towards ensuring the safety and security of the plant, machineries and materials in its custody, when it exercises its lien.

6.0 LABOUR:

6.1 Compliance with Labour Statutes: The Contractor shall comply with all the obligations under the Contract Labour (Regulation and Abolition Act), the Mines Act / the Factories Act, the Minimum Wages Act, the Payment of Wages Act, the Employees' Provident Funds and Pension Act, the Payment of Gratuity Act, the Industrial Disputes Act, the Maternity Benefit Act, the Employees' State Insurance Act, the Employees Compensation Act, and all other labour statutes for the time being in force, and applicable to the Works. The Contractor agrees to keep the Principal Employer / Company indemnified at all times against any demands from the labour or statutory authorities on this account.

6.1.1 Contract Labour (Regulation & Abolition) Act, 1970: The Contractor is required to produce license as enjoined in the Contract Labour (Regulation and Abolition) Act, 1970, if the Act is applicable to him. The contractor shall obtain License from the appropriate Licensing Officer of the area before commencement of the work and shall produce a copy thereof of the work along with the original to the Engineer immediately on start of the work. The original will be returned to the contractor after verification. He shall not be allowed to undertake or execute any work through contract labour except under, and in accordance with, a License issued under the said Act in that behalf by the authorised Licensing Officer.

The Contractor shall thoroughly familiarise himself with the provisions of the Contract (Regulation and Abolition) Labour Act, 1970 and the Rules thereunder, and submit a certificate to the Engineer In-charge of the Work indicating whether the provisions of the said Act and Rules are applicable to him.

In case the said Act and Rules are applicable, the contractor shall take all steps to comply with their provisions, maintain records and registers as required, submit reports and returns to the prescribed authorities periodically as required, issue employment cards / service certificates and display notice in accordance with Contract Labour Rules, with copies thereof to the Company.

The contractor shall provide rest rooms, canteens, latrines and urinals, washing facilities and first-aid facilities strictly in accordance with the provisions of Contract Labour Rules. If these facilities are not provided by the contractor within the stipulated time, the same will be provided by Company and the cost for the same will be recovered from the contractor.

The contractor shall pay wages to his labour in a manner laid down in Contract Labour Rules, in the presence of the Engineer (Principal Employer), or his authorised representative. He shall at least pay the minimum wages applicable under the Minimum Wages Act. The Contractor shall notify to the Engineer the date and place of payment of wages to the Engineer, who shall nominate a representative to witness the payment. The Contractor shall also submit to the Engineer a copy of the Wage Payment Sheets which have been receipted by the contract labour, and counter-signed by the representative of the Engineer.

By virtue of default of the Contractor, or otherwise, if the Company is obliged to provide amenities and / or pay wages to labour employed by the Contractor directly, or through Sub-Contractor(s) under this

Contract, then the contractor shall indemnify the Company fully, and the Company shall be entitled to recover from the Contractor the expenditure incurred on providing the said amenities, and / or the wages so paid by deducting it from the Security Deposit or from any sum payable by the Company to the Contractor, either under this or under any other Contract.

Provided that if any dispute arises as to expenditure incurred by the Company on provisions of the said amenities, the decisions of the Engineer thereof shall be final and binding.

- 6.1.2 **Standing Orders:** The Contractor shall make his own Standing Orders for the employees engaged by him and get the same approved through the concerned Regional Labour Commissioner or other appropriate Authority and implement the same in conformity with provisions of Industrial Employment Standing Orders Act. In absence of such Standing Order, the Model Standing Orders shall be implemented.
- 6.1.3 **Payment of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the Rules thereunder in respect of all persons employed by him in carrying out this contract. Any dispute regarding the statutory payment which may arise shall be immediately settled by the Contractor with his Workmen.
- 6.1.4 **Minimum Wages Act:** The Contractor shall comply with the provisions of the Minimum Wages Act 1948 and the Rules made thereunder by the Central Govt. in respect of all employees employed by him in carrying out this contract. He shall pay the employees, wages not less than the Minimum Rate of Wages, as notified by the appropriate Govt. from time to time or settled under any settlement, award, whichever is higher for that category. The Contractor shall make all payments to the labourers in the presence of authorised representatives of the Employer. The Contractor shall also submit to Engineer copies of wages payment sheets in proof of having paid wages to various labourer with due counter signature by the representative of the Employer.

The Contractor shall at all times indemnify the Employer against all claims arising out of provisions of the Minimum Wages Act and the rules framed thereunder as admissible in respect of any workman employed by the Contractor in carrying out the contract and against costs and expenses incurred by the Employer in connection with and without prejudice to other means of recovery. The Employer shall be entitled to deduct, from any money which is due to or which shall become due to the Contractor whether under this contract or any other contract, all money paid or payable by the Employer, by way of wages and other dues (including compensations, penalty, if any) imposed for committing breach of any provision of the Act by the Contractor in connection with any claim thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provisions of this clause.

- 6.1.5 **Amenities to Labour:** In respect of labour employed by the Contractor on the work, the Contractor shall provide at his cost reasonable amenities for securing proper working and living conditions such as water supply, bathing places, etc. The Contractor shall provide necessary sanitary facilities for employees on this Work wherever needed, properly screened from public observation as provided in statutes, and kept in a clean and sanitary condition satisfactory to the Engineer. The same shall be removed when so directed.

Where women labour is employed, urinals and lavatories will be provided separately by the Contractor for male and female workers as well as crèches for the infant children of women laborers. Labourers engaged shall be provided thereunder with necessary safety appliances as free of charge required under the provisions of Mines Act and regulations made by the Contractor.

The Contractor shall provide hutment for labour employed on the work only in the areas specially

earmarked for this purpose and at no other location. The land will be allotted to the Contractor free of charge for labour hutment depending upon availability by the Employer. However, in cases of non-availability of the land for such purpose the Employer shall not be saddled upon with any liability.

6.1.6 Medical Facilities: First Aid and Ambulance facilities shall be provided by the Contractor to his labourers as per Mines Act 1952. He must ensure full medical coverage under ESI Scheme, wherever statutorily required to do so, or provide medical facilities, where coverage under ESI Scheme is not mandated or is not available. He must take out insurance coverage of the contract labour for liability under ESI Scheme, and other statutory sickness or accident benefit scheme, and provide the Engineer with copies of documentary evidence of the same. Medical facilities at the Company's Hospital / Dispensary wherever possible can be provided on payment of charges applicable to outside parties as per Company's Rules. No free medical treatment shall be provided by the Employer to the Contractor's labourers.

6.1.7 Inspection and Investigations: The Contractor's establishment will be subject to inspection, investigations etc. by Engineer or such other Representative of the Employer as duly authorized on behalf of him assuring proper and faithful compliance of the provisions of this contract by the Contractor particularly with regard to the implementations of Labour Laws and other matters anticipated herein. The Contractor shall abide by the decisions and orders of the Engineer/ Mine Manager with regard to any such matter and furnish, if required, necessary compliance report within the stipulated time.

7.0 Obligation of the Contractor regarding Observance of Various Statutes: The Contractor shall, at his own cost observe, perform and comply with the provisions of all statutory enactments, rules, regulations and bye-laws framed thereunder as are applicable for control / operation / regulation of mines, during the execution of work and shall maintain such registers, documents, records etc., as are required under the various statutes, for production of the same before the Employer and / or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions / stipulations of these Acts / Rules will render the Contractor liable to payment of necessary compensation / penalty, as deemed fit by the Employer / Statutory authorities. It will be the sole responsibility of the Contractor to ensure all kinds of statutory payments to his workers and submission of returns etc., to various statutory authorities in time.

In case of Contractor's default in making statutory payment in time, the Employer reserves the right to deduct necessary amount from the Contractor's bills towards such payments. In case the Contractor fails to supply the required safety equipments (as per G&MU, DIRECTORATE OF INDUSTRIES norms) to his workers then the company reserves the right to supply the same equipments and deduct the cost of such materials & cost of storage from the Contractor's bill. The Contractor should also ensure that his workers use the safety equipments during work.

The contractor shall be fully responsible to comply with all applicable statutory obligations as employer, e.g., all contributions under P.F. and Pension Scheme (EPF) etc. under the Employees' Provident Fund and Misc. Provision Act, 1952, Employees' Deposit Linked Insurance (EDLI), Employees' State Insurance Act, 1948, benefits under the Maternity Benefit Act, 1961, payment under Payment of Gratuity Act, Payment of Bonus Act, Industrial Disputes Act, etc., and all other such obligations / liabilities in respect of their labour engaged by them for the job undertaken under the contract as per applicable statutory provisions/law and Government Notifications, and will take full liability on this account. The company will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, the company shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit, or as debt payable by the contractor.

8.0 WORK MATERIALS & PLANT:

8.1 Removal of improper work, equipment & materials: The Engineer / Mine Manager shall during the progress of work, have power to order in writing from time to time the following:

- a) The removal from site within such time or times as may be specified in the order, of any material / equipment which in the opinion of Engineer / Mine Manager are not in accordance with the contract.
- b) The substitution of suitable equipment and / or materials.
- c) The removal and proper re-execution, notwithstanding any interim payment there against, of any work which, in the opinion of the Engineer / Mine Manager, is not in accordance with the contract.

8.2 Default of Contractor in compliance: In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons, to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

8.3 Suspension of work: The Contractor shall on the written order of the Engineer / Mine Manager suspend the progress of the work or any parts thereof for such time and in such manner as the Engineer / Mines Manager may consider necessary and shall during such suspension, properly protect and secure the work as is necessary in the opinion of the Engineer / Mine Manager. If the progress of the works or any part thereof is suspended on the written order of the Engineer / Mine Manager for more than ninety days, the Contractor may serve a written notice on the Employer requiring permission to resume the suspended work with a further period of 30 days from the date such Notice is received by the Employer. If such permission is not granted within that time the Contractor, by a further written notice to serve may elect to treat the suspension as termination of the contract, without any financial repercussions to either the Employer or to the Contractor.

8.4 Free Access: The Employer and / or Engineer and any person authorized by them shall at all times have access to the works at site and the Contractor shall afford every facility for and every assistance to, in obtaining the right to such access.

9.0 COMMENCEMENT TIME & DELAYS:

9.1 Commencement of Work: The date of effect of the commencement of the contract shall be reckoned from the date as specified in the Work Order or the date of taking possession of site, whichever is earlier, after deposit of ISD.

9.2 Possession of site: Save in so far as the contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed, the Employer will, with the Engineer's/Mine Manager's written order to commence the work, give to the Contractor, possession of so much of the site as may be required to enable the Contractor to commence and proceed with the work in accordance with such reasonable proposals of the Contractor as he shall by notice in writing to the Engineer/Mines Manager make and will from time to time as the work proceeds give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the work with due despatch in accordance with the said proposals.

9.2.1 The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation at / outside site required by him for the purpose of the works.

9.2.2 In case the Contractor delays to take possession of the site within the time specified in such written

order / information / instruction from the Employer or his representative, and the delay subsequently results in further delay / complications, for extension of contract the sole responsibility of such delay / complications shall be resting with the Contractor.

9.2.3 Without prejudice to the right of the Employer and without in any manner affecting the duties of the Contractor, if in the opinion of the Engineer, the Contractor has failed or is likely to fail to carry out any part of the work and such failure or apprehended failure might result in incurring of demurrages, any loss or damage to the Company, then the Engineer may cause any part of the work to be carried out departmentally or through other agencies and all expenses incurred by Employer in excess over the contract rate shall be recoverable from ad-hoc / monthly / fortnightly 'on-account' bills of the Contractor. The decision of the Engineer in regard to the exercise of this provision as well as to the recovery of additional expenses incurred by the company is final and binding on the Contractor. Once Contractor takes possession of the site as per written order of the Employer, the responsibility of Security and Protection of the site from any complication shall be the sole responsibility of the Contractor.

9.3 Compliance with Statutes: The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and Rules / Bye-laws framed thereunder including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other Statutory Authorities prescribed in this behalf, as and when required. The contractor agrees to keep the Employer indemnified at all times against any demands / penalties by statutory authorities, and shall defray to the Employer any costs / expenses incurred by the Employer in proceedings before the statutory authorities. A list of the relevant laws applicable to the process of execution of work under the contract is given below. The list is illustrative and not exhaustive.

- i) The Contract Labour (Regulation & Abolition) Act, 1970 and Rules framed thereunder.
- ii) The Payment of Wages Act, 1936
- iii) The Employees' Provident Fund Act, 1952 & Schemes framed thereunder.
- iv) The Maternity Benefit Act, 1961.
- v) The Payment of Bonus Act, 1965.
- vi) The Mines Act, 1952 and Mines Rules, 1952.
- vii) Metalliferous Mines Regulations, 1961.
- viii) Mines & Minerals Regulation & Development Act, 1972.
- ix) The Industrial Disputes Act, 1947.
- x) The Employees Compensation Act, 1923.
- xi) The Minimum Wages Act, 1948.
- xii) The Payment of Gratuity Act, as and when applicable.
- xiii) Indian Explosives Act, 1984 & Indian Explosives Rules, 1940.
- xiv) Mines Vocational Training Rules, 1966
- xv) Mineral Concession Rules, 1960.
- xvi) Mineral Conservation & Development Rules, 1988.
- xvii) Forest Conservation Act, 1980
- xviii) Air & Water Pollution Acts
- xix) Indian Forest Act, 1927
- xx) Environment Protection Act, 1986 and Environment Protection Rules, 1986

9.4 Waiver: The non-enforcement of any of the Terms and Conditions of the contract strictly by any party to the Contract would not amount to waiver of that term in favour of the other party.

10.0 REMEDIES AND POWERS:

10.1 Anticipatory Breach and Termination; Risk and Cost: If the contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connexion with the work or shall contravene any provision of the contract, the Company / Employer may give seven (7) days' notice in writing, to the contractor, to make good the failure, neglect, or contravention complained of. If the contractor shall fail to comply with the notice within the stipulated period from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, then and in such case the Employer shall be at liberty to employ other workmen, and forthwith perform such work as the contractor may have neglected to do.

If the Employer shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the contractor's hands and give it to another person on contract at a reasonable price or provide any other material, tools tackle or labour for the purpose of completing the work, or any part thereof, and in that event the Employer shall without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackle, or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the contractor over the same. The Employer shall be entitled to retain and apply any balance, which may be otherwise due on the contract by him to the payment of the cost of executing such work as aforesaid, and shall be entitled to make a claim for the balance amount, in accordance with law.

10.2 Bankruptcy and Breach: If the Contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position in bankruptcy or shall make an arrangement with /or assignment in favour of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation, absorption or reconstruction) or if the Contractor shall assign the contract without the prior consent in writing of the Employer, or shall have an execution levied on his goods, or if the Engineer shall certify in writing to the Employer that in his opinion, the Contractor:

- a) has abandoned the contract or
- b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving from the Engineer written notice to proceed or,
- c) is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
- d) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sublet any part of the contract or,
- e) otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then the Employer may after giving 7 days notice in writing to the Contractor, enter upon the site and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the Employer or the Engineer under the contract or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However on happening of any eventualities as per above sub clause (a) to (e) the Employer shall be at discretion to terminate the contract by giving 7 days notice and the contract shall stand/ terminated w.e.f. the 8th day from the date of issue of this notice. In any of the eventualities mentioned above in a) to e), the employer shall have the right to take possession of the plants and machineries of the contractor and realise the dues by sale of the said plants and machineries.

10.2.1 Valuation in case of forfeiture: The Engineer shall as soon as practicable after any such entry and expulsion by the Employer fix and determine such investigation or enquiries as he may think fit to or institute and shall certify what amount (if any) at the time of such entry and expulsion been reasonably

earned by or would reasonably accrue to the Contractor in respect of work actually done by him under the contract.

10.2.2 Payment after forfeiture: If the Employer shall enter & expel the Contractor under this clause, he shall not be liable to pay to the Contractor any money on account of contract until the expiry of the period of contract and thereafter until the costs of completion and damages and all other expenses incurred by the Employer have been ascertained. The Contractor shall then be entitled to receive only such sums (if any) as the Engineer may certify to be due to him upon the completion by him after deducting the said amount payable to Employer. But if such amounts shall exceed the sum which would have been payable to the Contractor on the completion by him then the Contractor shall upon demand pay to the Employer the such excess amount and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

10.3 Illegal gratification, breach of contract: The contract may also be terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause 10.1), if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any person employed by the Employer in any way relating to his office or employment or if any such person shall become in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract and in particular minimum wages clause and labour regulations.

10.3.1 Retention of Dues: The Employer will have full liberty to retain and set off all sums due or to become due to the Contractor (including security deposit) whether under this contract or under any other transaction or claim whatsoever, against any sum due or to become due to the Employer under this contract or any other transaction or claim whatsoever.

11.0 PAYMENT TERMS:

11.1 Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid on-account as discussion in SSC.

11.2 For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' permanent employees and his labourers' contribution towards PF and pension with his jurisdictional RPF Commissioner, along with the certificate from Engineer's representative for provision of safety equipments to all his workers, and also proof of payment of wages to his workmen in presence of the authorised representative of the Employer shall be prepared and submitted by the Contractor for the work done during the previous month within seven days from the expiry of the previous month.

11.3 Payment shall be regulated as per the rates mentioned in the "**Schedule of Rates**"

11.4 The Contractor shall observe necessary formalities for engagement of trucks, measurement of truck body, loading pattern, issue and admission of challans as per instructions of Engineer /Engineer's representative.

11.5 Deduction of applicable taxes will be made from the invoice and TDS certificate will be issued by Finance & Accounts Department for such deductions.

11.6 Approval of Work: No certificate other than the final certificate referred to in clause 11.8 hereof shall be deemed to constitute approval of any work or other matter in respect of performance of the contract or any part thereof or on the accuracy of any claim made by the Contractor on additional or various work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the power of Engineer.

11.7 Final Certificate: The contract shall not be considered as completed until a Final Certificate have

been signed and issued to the Contractor by the Employer stating that the works have been completed in accordance with the terms of the contract.

11.8 Refund of Security Deposit: The security deposit recovered from the on-account-bill including the Initial Security Deposit, shall be refunded on completion of work satisfactorily in terms of this contract and payment of final bill. Such refunds shall not be unduly delayed and shall be paid by the Employer within 60 days from the date of payment of final bill subject to production of No Dues Certificate by the Contractor from Mine Manager and /or statutory authorities.

12.0 NOTICE:

12.1 Service of notice on Contractor: Any notice given to the Contractor under the terms of the contract shall be served by the Engineer or his representative by registered post / courier to, or leaving the same, at the Contractor's notified address or at its Registered Office or at the Contractor's site office.

12.2 Service of notice of Employer: Any notice to be given to the Employer under the terms of contract shall be served by sending the same by registered post / courier at the office of Employer at site or Head Office of the Raw Materials Division at Kolkata.

12.3 Change of Address: Any change of address of the Contractor shall immediately be notified to the Engineer.

13.0 MISCELLANEOUS:

13.1 Adequate shoring to be provided: The Contractor shall at his own cost provide adequate shoring at all work, excavations and works such that no damage, injury, or loss is caused or likely to be caused to any person or property. All works are to be done in conformity with the Metalliferous Mines Regulations.

13.2 Provision of shed, stores, houses etc.: The Contractor shall at his own cost provide such sheds, stores houses as the Employer may consider necessary for storing materials.

13.3 Work in or around the running plant: When work is being carried out in or around a running plant / mines / where the plant must run uninterrupted, the Contractor can only work at specified places and times mutually agreed. Progress of work in certain areas might have to be expedited as required by the Employer and the Contractor must take this factor into consideration when working out his rates.

13.4 Use of Intoxicants: The Contractor shall prohibit the sale, possession, use and of sales of ardent spirits or other intoxicating beverage upon the work or in any of the boardings, houses encampments or other tenements owned, occupied by or within the control of the Contractor or any of his employees. Any Contractor or Sub-contractor personnel determined by the Company, in its sole discretion, to be in violation of the ban against narcotics, drugs and intoxicants, will be prohibited from working on the Contract.

13.5 Safety:

13.5.1 The Contractor will be responsible to ensure safety of the workmen under them.

13.5.2 Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor/petty contractors.

13.5.3 At each work site, contractor will employ a supervisor with specifically assigned duties for ensuring safe working and will inform the local management in writing. No work can be started by the contractor at any site without such employment.

13.5.4 Such supervisors will constantly be in touch with the Asst. Mines Manager of the mines and will conduct work as per his guidelines. The suitability to the supervisor for the purpose of ensuring safety will be assessed by Asst. Mines Manager / Mines Manager and if needed he shall be given suitable training.

- 13.5.5 The contractor employing more than 400 persons has to appoint Safety Officer to look after the Safety aspects.
- 13.5.6 Safety Officers / Supervisors must ensure that the Contractor's employees use safety appliances / PPE's at the worksites.
- 13.5.7 Safety Officers / Supervisors must ensure that the Contractor concerned must visit the entire area of worksite every day and take immediate action to remove hazards whenever noticed.
- 13.5.8 All hazardous and serious jobs must be performed after safety protocol is signed by all the concerned agencies and taking all safety measures.
- 13.5.9 Every contractor must ensure that all the working areas are as per provisions of Mines Act., Regulations & Rules and bylaws made thereunder.
- 13.5.10 Every contractor must maintain statutory registers as per relevant Rules, Regulations etc.
- 13.5.11 "Permit to work" system is to be implemented on the site and a register shall be maintained.
- 13.5.12 Before starting of work, all contractors must ensure that periodic medical examination (PME) of all contractual workers took place as per statute.
- 13.5.13 The contractor shall maintain good housekeeping at the worksite for safe working.
- 13.5.14 The contractor shall ensure that no workman is deployed on work without getting a basic safety training from Safety Officer / VTO and those who are not trained earlier are released (with wages) for training under Safety Officer / VTO of the Company. Record of such training is to be maintained in a register meant for the purpose.

For violation of Safety Rules etc., following would be the penalties imposed on the contractor:

| Sl. No. | Description of Violation | Penalty |
|---------|--|---|
| 1. | Occasional violation of not wearing safety helmet in works area/Uses of improper tools/tackles per case. | Rs. 2,000/- |
| 2. | Minor violation per case | Rs. 5,000/- |
| 3. | Major violation, height work without full bodyharness & height pass per case. | Rs. 10,000/- |
| 4. | High risk violation may leading to fatal accident (Near Miss cases) per case | Rs. 50,000/- |
| 5. | Fatal accident per case | Rs. 1,00,000/- or 20% of contract value whichever is lower. |

The penalty shall be decided after investigation and obtaining the report from Mines Manager. The penalty as decided by Mines Manager / Head of Mines will be deducted from the RA bill with information to the contractor. Record of such penalties imposed also should be maintained by safety department.

- 13.6 **Policing of the Work:** Should the general conduct of the works including the Premises of the Employer under occupation of the Contractor lead to violation of any of the provisions of the Indian Penal Code either in consequence of riotous or illegal proceedings of the Contractor's labour or supervising staff or others to such an extent as to necessitate the deployment of Special police or Magistrate the cost of such extra forces is to defrayed by the Contractor and not by the Employer.
- 13.7 **Signature of receipts for amount:** Every receipt for money which may become payable, or for any deposit which may become transferable, notwithstanding the contrary contained in the partnership deed, if in the name of partnership, signature on receipt by any one of the partners of a Contractor firm be good and sufficient to the Employer in respect of the money, and in the event of death of any of the

Contractor partners during the currency of the contract, it is hereby expressly agreed that every receipt by any one of the surviving Contractor-partners shall, if so signed as aforesaid, be a good and valid discharge, as aforesaid, Provided that nothing in this clause shall be deemed to prejudice or affect any claim which the Employer may hereafter have against the legal representative of any deceased Contractor-partner for or in respect or any breach of any of the conditions of contract, and provided also that nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Contractor-partners and of the legal representatives of any deceased Contractor-partner's interest.

- 13.8 Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the Contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
- 13.9 Change in Constitution of Firm:** If the Contractor is a partnership firm the contractual relationship shall be deemed to have terminated if there is any change in the constitution of the firm, whether by retirement, introduction of new partners or otherwise, unless such change has the previous written approval of the Employer, notwithstanding that the Employer may have other dealings with such reconstituted firm. In the event of death of one of the partners, the Contractor shall immediately inform the Employer, giving necessary particulars of the heirs and legal representatives of the deceased partner, and it shall be the option of the Employer either to continue the contractual relationship with the said reconstituted firm, or to treat the Contract as having being terminated by such supervening events, and the decision of the Employer in this regard will be binding on all the partners concerned. No claim for compensation / damages on premature termination will be made or sustainable against the Employer on account of such termination.
- 13.10** The Contractor shall make his own arrangements for transporting equipment required by him obtained prior permission for bringing into mines or carrying / removing from the mines of such equipment. No such permission for removing / carrying of any equipment by the contractor from the mines shall be granted unless he has cleared his outstanding to the employer nor shall he be entitled to any compensation on this account.
- 13.11** The Contractor shall not allow any visitor on the work sites, without the prior permission of the Engineer / Mine Manager.
- 13.12** Order on one or more than one parties will be placed on the basis of L-1 quotation and, if required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain / justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering if order / contract is not finalized from the present tender.
- 13.13** If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond (in addition to the Security Deposit) in prescribed format in the form of Bank Draft/ Bank Guarantee. The amount of Performance Guarantee Bond will be decided by GMU Dehradun at the time of placement of order. Earnest money of the tenderers who refuse to give Performance Guarantee Bond will be forfeited and they will not be considered in re-tendering if order/ contract is not finalized from the present tender.
- 14.0 ARBITRATION:**
- 14.1 Reference of Disputes to Conciliation / Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the Contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the provisions made hereinafter in this Article. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of Procedure, which shall be flexible.

14.2 Appointment of Arbitrator: In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, GMU Dehradun or the Director's designated representative in respect of award of contract as follows:

When a party sends a Notice for Arbitration to the said authority, within a period of thirty days, a panel of three names suggested by the said authority, will be forwarded to the party demanding arbitration. The party shall choose one of those persons, who will be appointed as the Sole Arbitrator. In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then said authority will be at liberty to appoint any one out of the said three persons as the Sole Arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

14.3 The arbitral tribunal shall be free to determine its own rules of procedure, in consultation with the parties, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter. The arbitrator may hold preparatory meetings(s) for this purpose. In the preparatory meeting(s) aforesaid, the arbitrator(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meetings(s). The seat of the arbitral tribunal shall be at Kolkata, but, if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence, conducting investigation / survey.

14.4 Work to continue during Conciliation / Arbitration: Work under the Contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work.

15.0 AMENDMENT:

Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value, and signed by the party to be charged therewith or its duly, authorized representative.

16.0 It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the G&MU, DIRECTORATE OF INDUSTRIES UTTARAKHAND Website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorised officer of G&MU, DIRECTORATE OF INDUSTRIES UTTARAKHAND. In case any tampering/unauthorised alteration is noticed in the tender submitted from the Tender Document available on the G&MU, DIRECTORATE OF INDUSTRIES UTTARAKHAND Website the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise of G&MU, DIRECTORATE OF INDUSTRIES UTTARAKHAND. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

17.0 **JURISDICTION:**

The District Court at Dehradun shall have the exclusive jurisdiction upon any matter arising out of this contract.

Director
Geology & Mining Unit,
Directorate of Industries
Dehradun, Uttarakhand

**Geology and Mining Unit,
Directorate of Industry, Govt. of Uttarakhand,
Thano-Airport Road, Bhopalpani, P.O-Barasi
Dehradun - 248008**

NIT NO.: 3783/G.M.U./Geo/Min. Explor./Pithoragarh/2022-23

Date: 23 December 2022

PRICE - BID

To,

The Director,
Geology & Mining unit,
Directorate of Industries
Bhopalpani, PO-Barasi
Dehradun-24808

Name of Work: “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”.

Period of Contract: The contract shall be for a period of 45 days from the date of commencement of work

Dear Sir,

I/we hereby tender as specified in your above quoted tender with specifications laid down in Instructions to Tenderers, Techno-Commercial, Special Conditions and General Conditions of Contract and declare that, should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender which have been read and understood by me/us.

Further, I/We declare that I/We shall commence the work on the date specified in the Work Order for the job and execute the necessary agreement with the G&MU, Directorate of industries, Dehradun. Should, I/We fail to commence the work within the stipulated time as above, the Earnest Money deposited will be forfeited.

I/We understand that the GMU Dehradun- reserves the right to reject any or all the tenders or to execute the work through others without assigning any reason thereof.

Name of Work: “DGPS, Total Station & Drone Survey of Limestone Mineral Blocks and Demarcation of block boundary, Superimposition of Khasra/cadastral maps on DTM of the demarcated blocks having an areas approx 8.01sq km in the villages of near satola, chora and kalchur etc. Tehsil Gangolihat, and 9.0sq km area near the village Gankot, Bisar kujoli & Takora etc, District Pithoragarh Uttarakhand”.

NIT NO.: 3783/G.M.U./Geo/Min. Explor./Pithoragarh/2022-23
2022

Date: 23 December

SCHEDULE OF WORK / RATES

| Item No. | Description of work | Estimated Amount (Rs.) |
|-----------------|--|-------------------------------|
| | As per Mineral (Auction) Rule, 2015 boundary demarcation of auctionable mineral block/mining leases shall be the responsibility of the agency /empaneled persons. | |
| | 1. Establishment of DGPS control points and conducting topographical survey (on 1:1000 to 1:5000 scales) with respect to the global co-ordinates for the site and preparation of Auto CAD drawing. | |
| | 2. Establishment of Drone survey for the site including KML file. Drone survey will cover the 500m distance all over the circumference of the survey blocks to cover the nearby habitation and other necessary details. | |
| 1 | 3. Preparation of contour map of desirable contour interval (3m to 5m). | |
| | 4. Preparation of Digital Terrain Model (DTM)/ Digital Evaluation Model (DEM). | |
| | 5. All type of land use (<i>Nap/</i> Private, habitation details, Forest, Govt., etc.) is separately mark on topographical/ satellite/ drone map. | |
| | 6. Establishment of the DGPS boundary pillars (no.13) for both survey blocks. Co-ordinates of the Boundary Pillars shall be established in the world Geodetic System, 1984 (WGS-84) datum unless or otherwise mentioned. | |
| | 7. Reports of this work must be submitted in hard as well soft copy in desired (GIS/ other) format of Directorate of Geology and Mining Unit, Uttarakhand. | |
| | Total Estimated Value of Work (in Rs.) | |

Signature & Stamp

Date:

Name :

Address:

Signature & Seal of tenderer

