



Rajasthan State Mines & Minerals Ltd.

(A Government of Rajasthan Enterprise)
4-Meera Marg,
UDAIPUR-313 004 (Rajasthan)

e-TENDER DOCUMENT

Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur (Rajasthan).

e-TENDER No. RSMM/CO/PROJ/TD/2025-26/03

Dated: 11.06.2025

Issued by:

**Group General Manager (Projects),
Rajasthan State Mines & Minerals Ltd.
4, Meera Marg, Udaipur-313004,
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TABLE OF CONTENTS



.....	1
SECTION - 1:	5
NOTICE INVITING TENDERS	5
SECTION - 2: BASIC INFORMATION	11
2.1 PREAMBLE & ABOUT THE OWNER	11
2.2 CONSULTANT	12
2.3 ABOUT THIS DOCUMENT	12
2.4 PRIMARY INFORMATION ABOUT THE SITE OF WORK	13
SECTION -3: DEFINITIONS, INTERPRETATION & INSTRUCTIONS	16
3.1 DEFINITIONS.....	16
3.2 INTERPRETATIONS	18
3.3 INSTRUCTIONS TO BIDDERS.....	20
3.4 GUIDELINES FOR SUBMISSION & PROCESSING OF TENDERS.....	24
3.5 E-TENDERING PROCESS.....	25
3.6 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT	26
3.7 TECHNICAL BID OFFER: -.....	26
3.8 PRICE OFFER.....	28
3.9 EXCEPTIONS AND DEVIATION.....	28
3.10 VALIDITY OF OFFERS	29
3.11 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS	29
3.12 OPENING OF THE TENDER	30
3.13 EVALUATION OF TECHNO-COMMERCIAL BID	30
3.14 CORRECTION OF ERRORS	30
3.15 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT	30
3.16 REFUND OF EARNEST MONEY	32
3.17 NEGOTIATIONS	32
3.18 PROCESS TO BE CONFIDENTIAL	32
3.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT	32
3.20 SIGNING OF THE CONTRACT AGREEMENT	33
3.21 REFUSAL / FAILURE	33
3.22 RIGHTS OF OWNER.....	33
3.23 RIGHT TO REVIEW PERFORMANCE.....	34
3.24 LEGAL & STATUTORY OBLIGATIONS	34
3.25 OTHER RESPONSIBILITIES OF CONTRACTOR.....	35
3.26 DETERMINATION OF THE LOWEST BIDDER/ CRITERIA FOR DECIDING L-1 BIDDER.....	36
3.27 DEFECT LIABILITY PERIOD.....	36



3.28	RISK & COST	36
3.29	APPEALS	36
3.30	INTERFERENCE WITH PROCUREMENT PROCESS	37
	SECTION- 4: SCOPE AND PROJECT DESCRIPTION	38
4.1	SCOPE OF WORK	38
4.2	PROJECT DESCRIPTION IN BRIEF	38
	SECTION- 5: GENERAL AND SPECIAL CONDITIONS	41
5.1	GENERAL CONDITIONS OF CONTRACT (GCC).....	41
5.2	SPECIAL CONDITIONS OF CONTRACT	66
	SECTION- 6: SPECIFICATIONS AND QUALITY ASSURANCE	79
6.1	GENERAL SPECIFICATIONS.....	79
6.2	QUALITY ASSURANCE.....	105
	SECTION - 7 SAFETY AND ENVIRONMENT	106
7.1	SAFETY MEASURES	106
7.2	ENVIRONMENTAL GUIDELINES	117
7.3	LOCAL DISPUTES	117
	SECTION- 8 METHOD OF MEASUREMENTS, BILLING AND PAYMENT.....	118
8.1	TERMS OF PAYMENT.....	118
8.2	PART PAYMENTS TO ENSURE MAINTENANCE & DEFECT LIABILITY	119
8.3	PAYMENT TO THE CONTRACTOR & CERTIFICATES	120
8.4	PAYMENT OF BILLS	122
	SECTION- 9: PROFORMA FOR TENDER.....	126



ANNEXURES

ANNEXURE "A" DECLARATION BY THE CONTRACTOR

ANNEXURE "B" AFFIDAVIT

ANNEXURE "C" AFFIDAVIT

ANNEXURE- "D" COMPLIANCE WITH THE CODE OF INTEGRITY AND NO
CONFLICT OF INTEREST

ANNEXURE-"E" DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

ANNEXURE-"F" FIRST APPELLATE AUTHORITY

ANNEXURE- "G" ADDITIONAL CONDITIONS OF CONTRACT

ANNEXURE-"H" BANK DETAILS OF TENDER FOR RTGS/NEFT/ONLINE REFUND OF
EMD

ANNEXURE-"I" LIST OF THE BANKS EMPANELLED FOR BANK GUARANTEE



SECTION - 1:

NOTICE INVITING TENDERS



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

PROJECT DIVISION

Corporate Office: 4- Meera Marg, Udaipur- 313 001,

Phone: 0294-2428738, 2428744, Fax 0294-2428790, 2428770

E-mail: project.rsmml@rajasthan.gov.in, Website: <http://www.rsmm.com>

Ref. no: RSMM/CO/PROJ/TD/2025-26/03 Dated: 11.06.2025

NOTICE INVITING e- TENDERS

Tenders are invited for following work from reputed contractors through www.eproc.rajasthan.gov.in:-

Brief Description of Work	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur.	1674 Lacs	12 months	33.50 Lacs
Cost of tender document is Rs.4720/- inclusive of GST, payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs.2500/- payable by DD in favour of MD RISL, payable at Jaipur		
Download from website	http://www.rsmm.com or https://eproc.rajasthan.gov.in or http://www.sppp.rajasthan.gov.in		
Period of downloading of tender documents	From 11.06.2025 to 07.07.2025 up to 1.00 pm through DD		



Pre-Bid Meeting	20.06.2025 at 11.00 am at RSMML Corporate Office, Udaipur
Last Date & Time of online Submission of offer	Dated 07.07.2025 up to 3.00 pm
Date of opening of Techno Commercial offer	Dated 08.07.2025 at 3.30 pm at RSMML Corporate Office, Udaipur

Pre-Qualification Criteria & other terms and conditions are given in Detailed Notice inviting Tenders and Tender Document for which please visit our above-mentioned website or contact GGM(Projects), RSMML, Udaipur. Prospective bidders should keep visiting above website till last date for updated information, if any.

GGM (Projects)





RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

PROJECT DIVISION

Corporate Office: 4- Meera Marg, Udaipur- 313004,

Phone: 0294-2428738, 2428744, Fax 0294-2428790, 2428770

E-mail: project.rsmml@rajasthan.gov.in, Website: <http://www.rsmm.com>

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DETAILED NOTICE INVITING e-TENDERS

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

- a. The bidder must have a minimum annual turnover of Rs. 8.5 crore in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24.**

The Bidder should submit, duly attested copy of audited balance sheet along with TDS certificates in support of turn-over.

And

- b. The bidder should have successfully executed at least one similar nature work of costing not less than Rs. 8.5 crore inclusive of execution of rockfill/earthworks with compaction for at least 1,20,000 Cubic meter (Cum) in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 in the bidder's name.**

Similar nature work shall mean construction works for any type of Embankment/Dam/Tailing Dam/Canal for which copy of work orders along with completion certificates etc. **to prove the nature of Civil Construction works related to Embankment/Dam/Tailing Dam/ Canal works with the offer.**

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of **required cost of tender document, e-Tendering processing fee & EMD** and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with techno-commercial bid in support of above. The decision of the Owner will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.

The Owner reserves its right to call for any additional information so as to check the eligibility of the tenderer.

In case tenderer is a Company registered under Companies Act, then turnover & experience of the Company shall only be considered.



Joint ventures/consortium/partnership of maximum 2 partners shall be allowed to participate in this tender subject to the joint/several responsibility, in such cases, the cumulative PQC (Pre-qualifying Criteria) of partners/members shall be considered.

In case the bidder is participating as JV/Consortium, in such case the bidding JV/Consortium shall comprise of not more than two members, i.e. one lead member or lead partner and one other member/ partner. In such cases cumulative turnover & experience of JV members/ Consortium partners/ members shall be considered for the purpose of qualification. Experience of JV member in any other working Joint venture shall be considered only up to the percentage of sharing in the respective joint venture.

In case of a Joint Venture all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and the Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.

Any person participating in the tendering process shall be subject to code of integrity and disclose conflict of interest, as defined in Rule 80 and should not have a conflict of interest in the tender as stated in Rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 and the tender document. Appropriate actions against such bidder in accordance with Section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process, then such tenderer found to have a conflict of interest shall be disqualified.

Tenderer(s) (including any partner/member of JV/Consortium), who have been banned/ suspended by the Company or any State/Central Government Organization/ Department shall not be eligible to participate in this tender/during the currency of suspension/banning period. JV/Consortium shall comprise of not more than two members, i.e. one lead member or lead partner and one other member/ partner.

The bidders/tenderers who have been banned/suspended by the Owner/company/RSMML or any State/ Central government organisation/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

The Owner reserves the right to accept or reject any or all offers without assigning any reason. Also, the Owner does not bind itself to accept the lowest price offer.

The Owner shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.



PRE-BID MEETING:

RSMML proposes to hold a pre-bid meeting on 20.06.2025 at 11 A.M. to clarify doubts and furnish replies to the questions/ observations raised by the bidders on this tender document. The pre-bid meeting will be held at the office of GGM (Projects) at 4, Meera Marg, Udaipur- 313 004 as indicated in NIT.

Bidders are advised to send their queries so as to reach to RSMML at least seven (7) days before the scheduled date of the pre-bid meeting.

Prospective bidders should keep visiting above websites till last date for updated information, if any.

Group General Manager (Projects)

Note: The tenderers are advised to keep visiting our website till due / extended due date of tender for corrigendum/ addendum, if any, to the tender.

Group General Manager (Projects)



SECTION - 2: BASIC INFORMATION

2.1 PREAMBLE & ABOUT THE OWNER

- a. Rajasthan State Mines and Minerals Ltd (RSMML), (herein after called as Owner,) is a premier Government of Rajasthan enterprise with extensive interests in mining processing & marketing of various minerals viz. Rock phosphate, Gypsum, Lignite & Limestone.
- b. Besides minerals, RSMML has also forayed into Energy Sector and has 106.3 MW installed capacity Wind Power Project at Jaisalmer, Rajasthan.
- c. RSMML today comprises of five separate divisions, all working under overall control of Corporate Office at Udaipur.
- d. The Board of Directors of the Owner has the Chief Secretary to the Government of Rajasthan as Chairman and other members of the Board include senior officers of the State Government, Public Sector Corporations and representatives of financial institutions. The Owner is managed by a full time Managing Director, who is also a member of the Board of Directors.
- e. The major activity of RSMML is the mining of Rock phosphate ore. It operates one of the largest and fully mechanized mines in the country at Jhamarkotra, 26 Kms from Udaipur.
- f. RSMML's main product is High Grade Ore (HGO) Rock Phosphate which is being sold to fertilizer industries in the size of minus (-) 12 mm. RSMML is also engaged in processing and selling of" Rajphos", a direct fertilizer for acidic soils.
- g. Rock-Phosphate ore play a vital role in agriculture-based economy for our country, because, it is a basic raw material required for manufacture of various fertilizers& chemicals.
- h. Jhamarkotra Rock-Phosphate mine is the only mine in our country producing high grade rock phosphate ore, which is directly used for manufacture of various fertilizers& chemicals. More than 90% of rock phosphate production of our country is contributed by alone Jhamarkotra Rock-Phosphate mine.
- i. Besides the high-grade rock phosphate deposit, huge reserves of low-grade rock phosphate ore are also available in Jhamarkotra Rock-Phosphate mine. RSMML has carried out beneficiation studies & set up an Industrial Beneficiation Plant for beneficiation of low-grade rock phosphate ore having 16% to 18% grade (at a rated capacity of 3000 TPD) to produce +31.5% P205 Concentrate.
- j. The Jhamarkotra Rock-Phosphate deposit extends over a length of 16 km with average width of phosphate band as 15m.



- k. Considering the available reserves and expansion plans, necessity of creation of additional pondage capacity of the existing Tailings Dam has been felt by the management of RSMML and to fulfill this need the tender has been floated.
- l. The registered office of Owner is located at C-89, Jan path, Lal Kothi Scheme, Jaipur- 302 015 and corporate office is located at 4, Meera Marg, Udaipur- 313 001.

2.2 CONSULTANT

AFVF CONSULTING PVT LTD MIG, SEC 13, PKT-A, PH-II, FLAT NO-385, S/F, DWARKA, NEW DELHI-110078 have been entrusted with preparation of scope drawings, tender document, selection of the contractor, project management and construction supervision for this work. In order to assist the owner in technical and commercial evaluation of the offers received, the consultant may have to seek information/clarification(s) etc. Bidders shall have to reply to the queries/clarification(s) etc. raised by the consultant on behalf of the owner, (RSMML) and shall have to carry out the instructions received from the consultant or through their Project Manager (After confirming from EIC) for project management, execution, quality assurance and monitoring of the progress of work, etc.

2.3 ABOUT THIS DOCUMENT

- a. This is an e-Tender Invitation Document (e-TID) for RSMML's- "Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur." Time period for work is 12 months.
- b. This Tender Information Document (e-TID) contains the Notice Inviting e-Tenders (Nle-T), Detailed Notice Inviting e-Tenders (DNle-T) and a Proforma for acknowledgement followed by the **Percentage rate Contract details(G-Schedule), terms and conditions and prescribed formats** for submitting required information, data etc. pertaining to tender proposals. It describes in detail the instructions to Bidder, General conditions of contract (GCC), Special conditions of contract (SCC), general interpretation and definitions and the pre-qualifications required by a Bidder. **It also contains forms such as site organization chart, exceptions and deviations, present commitments of the Bidder and Details of turnover in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 and details of required Civil Construction works related to Embankment/Dam/Tailing Dam/Canal executed with value carried out in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 by the bidder.** Forms for the Price Bid are at the end, which are to be submitted separately as Part- 2 Price Bid.



- c. The required details are to be filled as per requirement(s) **and signed on each page by the Bidder** and returned with the bid as per directions given in the document.
- d. Bidder shall note that this e-Tender Invitation Document is priced at Rs.4720/- and accordingly shall at the outset pay Rs.4720/- to RSMML by issuing a Demand draft of Rs.4720/- in favour of "Rajasthan Mines & Minerals Limited" payable at Udaipur. This cost is non-refundable.
- e. E-Tender Document can be obtained in the following ways:
DOWNLOADING: Bidders can download the soft copy of the tender document from our website: <http://www.rsmm.com> or <https://eproc.rajasthan.gov.in> or <http://www.sppp.rajasthan.gov.in>

2.4 PRIMARY INFORMATION ABOUT THE SITE OF WORK

a. Location

The existing tailing dam area falls under Survey of India G.T. no. 45H/15 and the Co-ordinates are about 24° 29' N latitude and 73°52' E longitude.

b. Vicinity

The dam is situated in eastern side of Jhamarkotra mines area behind Base Camp Colony. The nearest village is Bhekhada which falls in Girwa Block of Udaipur District

c. Approach

- i. **by Road** -The approach to the dam area is through a Katcha approach road which off takes (towards left) from Udaipur-Kurabad tar road just after the RSMML mines entrance gates while going from Udaipur. The distance of the off-take point from Udaipur is about 26 Km. and that of Katcha approach road is about 1 km.
- ii. **by Rail** - There are two nearby railway stations, namely Kharwa- Chansda & Umarda at about 12 & 10 km distance from Jhamarkotra. Both the stations are situated on Udaipur-Ahmadabad meter gauge section of North-Western Railway.
- iii. **by Air**-The nearest airport is Maharana Pratap Airport at Dabok, about 22 kilometres east of Udaipur City on Udaipur Chittorgarh National Highway.

d. Climate

Jhamarkotra area is a part of semi-arid region with a typical tropical monsoon climate. Normal temperature range is 15° - 32° C and rises to about 48° C in peak summer and falls to about 1° C in peak winter. Occasionally dusty winds and cyclones also prevail during summer period. Average wind velocity is about 23 km/hr. In general, the weather is pleasant as the area is hilly with reasonable greenery.



e. Rainfall

Rains are based on monsoon and the normal period of rainy season is from 15th of June to 15th of September. As per the data available for nearest rain gauge station located at the headquarters of Garwa Tehsil; District Udaipur, the average annual rainfall works out to 618 mm on the basis of last 31 years (1981-2011) record.

f. Drainage Basin

Jhamarkotra area comes under Mahi basin of Rajasthan which is a part of Sabarmati major river basin of India and drains to Arabian Sea. Under Mahi basin, this area is in Som River Sub basin and Jhamri River minor basin

g. Geography and Elevation

The project area is hilly, having steep slopes. The average elevation is 520 m above MSL and ranges between 497 m to 600 m above MSL. The highest hill near the project area is 785 m above M.S.L. falling in Ambari reserve forest

h. General Geology

Rock type around Jhamarkotra area is represented by succession of shallow water geosynclinal marine sediments deposited during Precambrian period on the basement of banded gneissic complex. The sediment shows low grade regional metamorphism. The banded Gneissic Complex (BGC), Aravalli and Debari formation are major lithic units of the area. BGC is the oldest rock unit forming the base of the Aravalli Group of rocks. Seismic zone classification as per IS 1983-2000 is ZONE- III for the area.

i. Habitation

Habitation is very scattered and practically there is no habitation near the dam area.

j. Electricity

RSMML is having a three-phase connection for running pumps to lift water from sump wells located just in the down-stream of the dam. The contractor will be allowed to use electricity through this connection free of cost for project purpose but necessary temporary electric wiring up to the work site with necessary safety measures, poles, fixtures, etc. shall have to be arranged and maintained by the contractor.

k. Availability of Labour

Unskilled labour is available to some extent in the area but most of them are engaged in local mines. Skilled labour is practically not available locally. The contractor is advised to carry out a study about availability of labour before bidding.

l. Availability of water

There are no wells or hand pumps near the dam to meet the drinking water needs. If open pits are dug in the submergence area at appropriate location, water may be available to some extent. However, the contractor will have to assess the availability



and needs and shall have to make his own arrangements for meeting requirement of water for construction purposes and drinking needs of staff. Water will be obtained by the Contractor in accordance with the prevailing rules of the concerned local authority. Water charges are deemed to be inclusive in the Contract Price

m. De-watering Needs-

The contractor should assess the de-watering needs, if any, before bidding as de-watering, where ever needed as per site requirements, is to be done free of cost by the Contractor.



SECTION -3: DEFINITIONS, INTERPRETATION & INSTRUCTIONS

3.1 DEFINITIONS

- 3.1.1** The following expressions used herein and elsewhere in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent;
- 3.1.2 "Agreement or Contract"** shall mean the agreement between the Owner and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram/telex awarding the work, agreed variations, if any etc.
- 3.1.3 "Owner/RSMML/Client/Owner"** means the Rajasthan State Mines & Minerals Limited having its registered office at 89-90, Jan path, Lal Kothi, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) and including its successor and assigns or its representative authorised to act on its behalf for the purpose of the contract.
- 3.1.4 'Statutory obligations(s)'** would include the entire obligations which are to be complied with as per the provisions of various existing legislation's applicable to mine/working areas.
- 3.1.5 "Approved"** shall mean approved in writing by the Owner/Engineer-In-Charge/consultant.
- 3.1.6 "Appointing Authority"** wherever the expression is used shall mean the Managing Director of the Owner.
- 3.1.7 "Managing Director"** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 3.1.8 "Completion Certificate"** means a certificate to be issued by Group General Manager (Projects)/ Engineer In-Charge / Owner on satisfactory completion of work as stipulated in this contract.
- 3.1.9 "Completion Period"** means the time permitted for completion of the entire Scope of Work of the tender individually herein specified in the required standard and to the complete satisfaction of the owner.
- 3.1.10 "Contract Period"** shall mean the authorised completion period plus the specified defect liability period.
- 3.1.11 "Contract document"** shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting



the tender and acceptance thereof and shall be deemed to include any amendments, modifications to the contract document or its constituent documents.

- 3.1.12 "Effective Date"** means the date of Issuance of Letter of Acceptance (LOA).
- 3.1.13 "Base date"** means the due date of submission of e-tender document.
- 3.1.14 "GGM (Projects)"** shall mean the GGM (Projects) of Project Division of RSMML or his successor in office
- 3.1.15 "LOA"** means the Letter (or Fax) of Acceptance issued by owner conveying its acceptance of bid to successful Contractor.
- 3.1.16 "DLOA"** means Detailed Letter (or Fax) of Acceptance issued by owner conveying its acceptance of bid to successful Contractor.
- 3.1.17 "Month"** shall mean a period of thirty (30) day.
- 3.1.18 "Contractor"** shall mean the person or persons, firm or Owner, whose tender has been accepted by the Owner and shall include his/its/their legal representatives, administrators, project in-charge or successors and executors.
- 3.1.19 "Owner's Representative/Engineer-In-charge"** shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 3.1.20 "Defect Liability Period"** means the specified period for the work will be 2 years from the actual date of completion of work; if any defect occurs during this period, then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.
- 3.1.21 "Project Management Consultant/Consultant"** shall mean a consultant, appointed by the Owner for providing project management consultancy services.
- 3.1.22 "Project Manager"** shall mean the individual so designated in writing by Consultant to the Owner to be the consultant representative and authorized to make day to day decision. For the purpose of this contract all communications addressed and delivered to the project manager shall be deemed to have been received by Consultant.
- 3.1.23 "Project Site"** means the proposed dam area including the submergence area and areas in near vicinity up to ridge line in all directions.
- 3.1.24 "Project"** shall mean all activities required for Raising of Existing Tailing Dam including all related appurtenant works near village Bhekhada, Jhamarkotra, Udaipur, Rajasthan.
- 3.1.25 "Specification"** means relevant specifications mentioned in this document or relevant BIS specifications for those items for which there is no mention in this document and shall include the details, design, drawings, statements of technical



data, equipment characteristics & properties and all such particulars and documents mentioned in the Contract documents.

- 3.1.26 "Sub-Contractor"** means individual firms or body or corporate contracting directly with the contractor and not with the Owner to furnish contractor with any portion of the work.
- 3.1.27 "Bid /Tender"** shall mean the bid/Tender submitted by the Contractor/bidder for Consideration and acceptance by the Owner.
- 3.1.28 "Bidder/Tenderer"** shall mean the person, firm, or Owner/Corporation submitting a tender/bid against the Invitation for Tender/Bid and shall include his/its/their heirs, executors, administrators, legal representatives, successors etc.
- 3.1.29 "Work"** shall mean all the works to be done by and obligation to undertaken by Contractor pursuant to this Contract.
- 3.1.30 "Contract Price/Value"** it is the total contract price as given in LOA of the project.
- 3.1.31 "Contract Rate" or "Schedule Rate" or "Tendered Rates" or "Rate of remuneration"** means rate entered in figures and words in schedule/s by the Contractor and accepted by the Owner as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 3.1.32 "Basic Schedule of Rates or BSR"** shall mean the schedule of rates issued under Basic Schedule of Rates 2023, District: Udaipur Water Resources Department, Government of Rajasthan from time to time. Words imparting the singular number include the plural number or vice versa

3.2 INTERPRETATIONS

- 3.2.1** Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such works, facility, obligations or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Owner at the cost and consequences of the Contractor
- 3.2.2** Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, Inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Project Division of the Owner whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 3.2.3** The works shown on the drawing attached as Drawing no.146.RSM.01.02 but not mentioned in the specifications or described in the specification without being shown on the drawings shall nevertheless be held to be included in the same



manner as if they had been specifically shown upon the drawings and described in the specifications.

- 3.2.4** All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 3.2.5** In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 3.2.6** General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.
- 3.2.7** Notwithstanding the sub-divisions of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 3.2.8** Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 3.2.9** The materials, designs and workmanship etc..shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- 3.2.10** No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 3.2.11** No verbal agreement or inference from conversation with any officer or employee of the Owner before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 3.2.12** No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.



3.2.13 In case of any typographical error or spelling mistakes in these documents, such error or word(s) having incorrect sense in speaking shall always be taken and read in correct sense

3.2.14 In case of errors/omissions in technical specifications, provisions of latest related Indian Bureau of Specifications shall prevail

3.3 INSTRUCTIONS TO BIDDERS

3.3.1 Bidder to Obtain the Information on His Own

The bidder in quoting his rate shall for all purposes, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in this tender document are basically for reference and guidance of the bidder. The bidder is required to satisfy himself in all respects, before the submission of offer.

3.3.2 Examination of Tender Document

The bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates.

3.3.3 Knowledge of Scope and Nature of Work

The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Owner's staff/workmen doing similar and same type of work etc. and as to what all works, he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract document.

3.3.4 Knowledge of Site Conditions

The bidder shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, approach, nature and conditions of filled tailing and its moisture content, rock and soil type, availability of construction materials, infrastructure, water, de-watering needs, electric power, labour, transportation facilities, probable sites for labour accommodation, store go-downs etc. and the extent of lead and lift and all other factors involved in the execution of works.



3.3.5 Knowledge of Contract Labour Rules

The bidder shall be required to comply with provisions of Contract Labour (Regulation and Abolition) Rules 1971 and Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall collect detailed information in this regard at his end.

3.3.6 Acquaintance of Industrial Environment

The bidder shall fully acquaint himself/ itself with the prevailing Industrial Environment for working around Jhamarkotra mines area by visiting the work area and surroundings and conducting necessary social survey in the area. The in-charge of Jhamarkotra Mines may be contacted to familiarize with the working conditions.

3.3.7 Transfer of Purchased Tender Documents

Transfer of purchased tender documents to other is prohibited. For submitting the offer, it is essential to directly purchase the tender document from the Owner or download from the website. In case downloaded from website, tender fee is to be deposited with the Techno-commercial offer without which the tender will be rejected.

3.3.8 One Bid Per Bidder

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

3.3.9 Cost of Bidding

The Bidder shall bear all costs associated with the inspection of site, preparation and submission of his offer and the Owner will in no case be responsible or liable for these costs under any conditions.

3.3.10 Signing on Tender Documents

All signatures in the tender documents shall be dated as well as the pages of all the sections of tender documents shall be initialled at the lower right-hand corner in legitimate ink and signed wherever specified in the tender papers by the bidder or by a person holding power of attorney authorising him/her to sign on behalf of bidder with appropriate seal/stamp of the bidder before submission of the tender.

3.3.11 Indexing and Page Numbering

All documents, annexure etc. submitted with the tender shall be well indexed and page numbered duly signed with appropriate seal/ stamp of the bidder.

3.3.12 Particulars of Bidder

The tender shall contain the name, place of business of person or persons, participants in the tender and shall be signed by the bidder with his usual signature. Partnership Firms shall furnish the full particulars of all the partners



(with a certified copy of Certificate issued by Registrar of Firm's Register, if registered & Partnership deed) in the tender. The tender should be signed either by all the partners or by anyone partner duly authorised by all other partners of the firm. Tender by a Corporation/Owner shall be signed by an authorised representative and a power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf will be enclosed with the tender.

3.3.13 Language for bidding

The tender should be made in English language only

3.3.14 Printed Conditions

Printed conditions on the back or as headers and footers of letters originating from bidder will be ignored

3.3.15 Incomplete Bids

Bidders, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Owner.

3.3.16 Delay or Non-receipt of Bids

The Owner takes no responsibility for delay, loss or non-receipt of tenders sent through post/courier service.

3.3.17 Offers through Telegraph/Fax/E-mail/Telex

Offers through Telegraph/Fax/E-mail/Telex shall not be accepted.

3.3.18 Rates to be Entered in Figures & Words

The quoted rates as certain percentage above or below the rates given in Price Bid shall be entered in figures as well as in words as stipulated in the documents. This quote shall be clearly marked as above or below the given rates and **shall be common for each of the item of the schedule.**

3.3.19 Currencies of the Bid and payment

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

3.3.20 Units of Measurement

The metric system of units shall be used as far as possible.

3.3.21 Legibility

All entries made by the bidder shall be typed clearly for legibility. Accepting legible hand-written ink entries shall be at the sole discretion of RSMML.



3.3.22 Over-writings & Cuttings

Erasing, over-writing and cutting are not permitted in the tender documents and may render such proposals liable for rejection. Considering minor last moment unavoidable corrections duly initialled and endorsed by the bidder himself or his authorised representative shall be at the sole discretion of the owner.

3.3.23 Cross Referencing

Bidder's offer, remarks and deviations, shall bear cross reference to respective volumes, sections, Para numbers etc. contained in the tender documents.

3.3.24 Clarifications about Contents of e-Tender Document

In case an intending bidder require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request so as to reach the Consultant/Owner at least seven (7) days before the scheduled date of the pre bid meeting or as otherwise prescribed in S.C.C.(Special Conditions of Contract) Copies of any such clarifications furnished by the Owner will be supplied to all other intending bidders to whom tender documents may have been sold by the Owner and will also be placed on website as above and such clarifications will constitute addenda/corrigenda to, and be read as, part of the tender document.

3.3.25 Reference to Verbal Clarifications/Instructions not Valid

The Owner will not be bound by any reference to verbal/oral clarification(s) or interpretation of the tender document or of any matter(s) connected with the works to be executed in accordance with this tender document, which may be made by any of its employee, representatives or agent. The bidder contractor should therefore seek and rely on only written clarifications/orders.

3.3.26 Addenda/Corrigenda

- a. **Addenda/Corrigenda** to notice inviting e-tender or to this tender document may be issued to clarify documents or to reflect modification in the aspects /reasons. The prospective bidder is advised to be in constant touch with the web site of the owner for this purpose
- b. **Addenda/Corrigenda** to this tender document, if issued by the owner, shall form an integral part of this tender document and must be sign and submitted along with bid.

3.3.27 No Excuses

Any neglect or failure on the part of the bidder in obtaining necessary updates, corrigendum, amendments, etc. and other reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or



liabilities or the responsibility from completion of the works at the scheduled rate(s) & time period and in strict accordance with the contract document(s).

3.4 GUIDELINES FOR SUBMISSION & PROCESSING OF TENDERS

Submission of Bids/Offers

- a. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- b. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- c. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- d. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- e. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per **annexure-B & C of tender document** should be kept in a sealed envelope addressed to Group General Manager (Projects), RSMML, Corporate Office, 4, Meera Marg, Udaipur-313004. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Projects), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting e-Tender. The Owner shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.



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

3.5 E-TENDERING PROCESS

- a) Prospective Bidders have to visit e-Tender portal <https://eproc.rajasthan.gov.in> for all procedure related to the bidding.
- b) The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- c) The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- d) It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- e) The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- f) The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- g) The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.
- h) The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.
- i) For each Bid submitted, a non-refundable Processing charge Rs. 2500/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM(Projects), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313004 before the date and time of opening of the Tender.
- j) The payment should be entered in the e-Tender Portal by the bidder while bidding at the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- k) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- l) Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Owner.



- m) The Owner takes no responsibility for delay, loss or non-receipt of documents sent through post/courier service. Offers through post/Telegraph/Fax/E-mail/Telex shall not be accepted.
- n) Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable for rejection.

3.6 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- a) RSMML proposes to hold a pre-bid meeting to clarify doubts and furnished replies to the questions/observations raised by the bidders in this document. The meeting will be held on 20.06.2025 at 11 AM. The venue of the meeting will be RSMML's Corporate Office, Udaipur. The bidders are required to send their queries, if any, at least 7 (Seven) days before the pre-bid meeting. The queries should be addressed to Group General Manager (Projects), Udaipur. The participation in meeting is not mandatory.
- b) The Owner will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- c) Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

3.7 TECHNICAL BID OFFER: -

The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC) at the time of submission of documents. The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Technical Bid Form should not contain any Price indications strictly; otherwise, the Bids will be summarily rejected. Scanned copy of following document should be uploaded along with Part I of the offer

- a. Form '1-A' letter of submission of tender
- b. Duly filled Form '1-B' with General information about the tenderer
- c. **Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account for the last four financial years (i.e. 2020-21, 2021-22, 2022-23, 2023-24) prescribed in the tender conditions in support of the turnover. Bidder's financial & technical profiles and other details.**



- d. Power of Attorney in favour of the authorized representative signing the tender documents.
- e. Copy of PAN & GST registration Number.
- f. Undertaking as per annexure-A & E of tender document.
- g. Undertakings/Declaration/Compliance as per **Annexure- B to I** of tender document.
- h. **Details of required Civil Construction works related to Embankment/Dam/Tailing Dam/Canal executed with value carried out in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 by the bidder in Form- 2** and details of the present work commitment in Form- 3.
- i. Information regarding equipment(s), which tender proposes to use for this work and readily available in Form- 4.
- j. Information regarding skill & experience of supervisory staff and the site organisation, giving details of field management which, the bidder proposes to have for this work and Human Resources with him/firm in Form- 5 and 6.
- k. A brief note with Construction programme planning in Form – 7
- l. "Exceptions & Deviations statement" to be submitted by the bidder in prescribed Form- 8.
- m. Provident Fund Account Number of establishment and its effective date in Form '1-B' along with the copy of PF Registration with the PF Commissioner or undertaking as per **Annexure B**.
- n. Bidder should submit an undertaking that there is no case or litigation is pending against him with the Owner & other companies, which may affect our proposed work in any way.
- o. Duly attested/certified copies of all such other documents as referred in the tender document
- p. **Certified copy of documents in support of work experience like work orders, work completion certificates etc.**
- q. The Bidder would give a declaration that they have not been banned/suspended or de-listed by RSMML or any other government organisation/ Department. If this declaration is not given, the bid will be rejected as non-responsive.
- r. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the **Director/Partner** as the case may be.
In case the bidder /contractor make any change in the constitution of



the firm after submission of the offer; they shall have to inform the Owner at the earliest

- s. **Collaboration agreement, if any.**
- t. Undertaking that no condition is mentioned in Part II 'Price Bid' and conformation to the effect that the price quoted in part II 'Price Bid' of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the bidder as per Form -12.

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

3.8 PRICE OFFER

The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST. The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that tenderer should carefully read the instructions mentioned in the Proforma of BOQ. The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected. The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

3.9 EXCEPTIONS AND DEVIATION

- a) Tenderers/Bidders are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the



- deviations at their risk of rejection only in Form-9. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.
- b) The Owner reserves the right to summarily reject such conditional bids or evaluate such bids, after loading financial implications (i.e. by adding the cost of such deviations as determined by the Owner) due to these exception /deviations, at its sole discretion. If the bidder has taken the deviations of the nature for which financial loading is not possible/difficult then RSMML may reject the offer at its sole discretion.

3.10 VALIDITY OF OFFERS

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

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

3.11 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

3.11.1 PRIOR TO THE DETAILED EVALUATION OF BIDS, THE OWNER WILL DETERMINE whether each Bid:

- i) has been properly signed;
- ii) is accompanied by the required securities; and
- iii) is substantially responsive to the requirements of the Bidding documents.

3.11.2 A substantially responsive Bid is one which conforms to all the terms, conditions of the Biding documents without material deviation or reservations. A material deviation or reservation is one:

- i) which affects in any substantial way the scope, quality, or performance of the work; and/or
- ii) which limits in any substantial way the Owner's right or the Bidder's obligation under the contract; and/or inconsistent with the Bidding documents.
- iii) whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.



3.12 OPENING OF THE TENDER

- 3.12.1** The Techno-Commercial part of the offer will be opened in the office of the Group General Manager (Projects), Corporate Office, 4 Meera Marg, RSMML, Udaipur – 313 004, Rajasthan as per NIT. The authorized representatives of the bidders is at liberty to be present at the time of the opening of the tender.
- 3.12.2** If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day on same time.
- 3.12.3** The date and time of opening of price bids will be conveyed later to techno-commercially accepted bidders.

3.13 EVALUATION OF TECHNO-COMMERCIAL BID

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

3.14 CORRECTION OF ERRORS

- 3.14.1** Price Bid (Part – II) subsequent to its opening will be checked by the Owner for any arithmetical errors. Errors will be corrected by the Owner as follows:
- a) where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - c) Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and will be considered for acceptance instead of original sum quoted by the tenderer.
- 3.14.2** The amount stated in the Bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

3.15 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

- a. The tenderer must pay bid Security as per DNIT in the form of crossed demand draft (having validity of 120 days) in favour of "RSMML" and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected.
- b. In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 6 months issued in favour of RSMML by any Public sector Bank /



Private Sector bank as per schedule II of RBI / Au small finance bank having its branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG (The proforma for earnest money deposit in the form of bank Guarantee is given at Form-10). Original BG for bid Security shall be required to be deposited by the tenderer on or before the last date of submission, failing which the bid shall be liable to be rejected.

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

NAME BRANCH : RAJASTHAN STATE MINES AND MINERALS LTD

BANK NAME : IDBI BANK

BRANCH : SAHELI MARG, UDAIPUR

ACCOUNT TYPE : CURRENT

ACCOUNT NO. : 050102000002202

IFSC CODE : IBKL0000050

- d. A scanned copy of transaction details of transfer of fund shall be uploaded on e-procurement portal by the bidder to the company with their bid. Details of the online transaction shall be confirmed by the bidder to the company before the date & time of submission of the tender.
- e. No interest shall be paid by the company on the Bid security so deposited by the tenderer. The Bid security of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno commercial bids will be refunded at the earliest. The bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA/DLOA to successful tenderer. The bid Security deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- f. The bid Security of a tenderer shall be forfeited in the following cases:-
- i.) If the tenderer withdraws or modifies the offer after submission of the tender.
 - ii.) If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of LOA /DLOA issued in favour of tenderer.
 - iii.) If the successful bidder does not execute the agreement, in the prescribed form within one month of the date of LOA /DLOA issued in favour of tenderer.
 - iv.) If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
 - v.) If the successful bidder fails to commence to work within the stipulated period.
 - vi.) In case of forfeiture of EMD, GST (if applicable) shall be deposited by the company and bidder shall not be eligible to claim input tax credit on this GST amount.



3.16 REFUND OF EARNEST MONEY

- a. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno commercial bids will be refunded at the earliest and no claim for interest or any other losses shall be entertained.
- b. While returning the earnest money of the disqualified or unsuccessful tenderers, the EMD will be refunded through online such as RTGS or NEFT.
- c. The earnest money of the bidder, who are technically successful but not awarded the work, shall be returned not before one month after issuance of LOA/DLOA to the successful bidder.
- d. The earnest money deposited (EMD) by the successful bidder will be refunded after acceptance of the Security Deposit (SD) in full in the form of a Bank Guarantee. If SD is in the form of Demand Draft (DD), then EMD of such bidder can be adjusted against the SD and the contractor may submit DD for remaining amount only.

3.17 NEGOTIATIONS

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

3.18 PROCESS TO BE CONFIDENTIAL

- a. Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed (subject to provisions of right to information act, 2005) to the bidders or any other person. Any effort by a Bidder to influence the Owner's processing of Bids or award decision may result in rejection of his bid.
- b. The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

3.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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



- sum unit / Rate that the Owner will pay to the Contractor in consideration of the execution and completion of the work awarded as prescribed in the Contract.
- b. The notification of award will constitute the formation of Contract. The execution of agreement as per clauses, below would be the formalization of agreement that was commenced with the issuance of LOA/DLOA.

3.20 SIGNING OF THE CONTRACT AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the Owner within 15 days from the date of intimation regarding acceptance of tender (LOA/ DLOA).

The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor. The non-judicial stamp paper shall be of Rajasthan state only. The Performa for execution of agreement is given at Form-11.

The contract agreement shall consist of –

- i) An agreement on non-judicial stamp paper of appropriate value.
- ii) Tender document along with the addend/corrigenda, if any.
- iii) Letter of Acceptance & Detailed Letter of Acceptance.
- iv) Agreed Variation, if any,
- v) Techno-commercial offer.
- vi) Any other document as mutually agreed.

3.21 REFUSAL / FAILURE

In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Owner (LOA/DLOA), fails/refuses to accept the award, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the Owner shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit so deposited. Owner may also award tender to next higher bidder or may resort to re-tendering.

3.22 RIGHTS OF OWNER

- a. The Owner reserves the right –
 - i. To reject any or all the tenders, in part or in full, without assigning any reason, there to,
 - ii. Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
 - iii. To split the work amongst more than one contractor if considered expedient at the sole discretion of the Owner
 - iv. To increase / decrease the quantity and period of contract, without any additional obligation on it.
 - v. Not to carry out any part of work.



- vi. To reject the offer, if it is established that the tenderer has submitted any wrong /misleading information or forged documents along with offer or thereafter.
 - vii. To alter the date of commencement of work.
- b. The Owner may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

3.23 RIGHT TO REVIEW PERFORMANCE

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

The Owner shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the Owner. The Owner shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

3.24 LEGAL & STATUTORY OBLIGATIONS

- a. The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- b. The contractor shall have valid Labour Licence and deduct PF as per rules for all employees/workmen engaged for this work. The proof of deduction & deposition of PF shall be submitted to RSMM.
- c. The contractor shall be liable for all persons employed and / or engaged by him whether directly or otherwise in all respects and also for all the equipment's deployed by them & under their control, under various statutory provisions in force from time to time as amended up to date such as Workmen's compensation Act, 1923, Employees Provident Fund Act 1952, Payment of Gratuity Act, 1972, Contract Labour (Regulation and Abolition) Act 1970, Payment of Wages Act, 1936; Minimum Wages Act 1948, Payment of Bonus Act, 1965, Indian Railways Act 1890, Fatal Accident Act, 1855; Industrial Disputes Act, 1947, Mines Act, Factory Act, RTPP Act and or any other allied Central or State enactment's, rules, regulations and bylaws made there under. The Contractor shall maintain and produce whenever called for, all records required under various Acts, Laws & By Laws.
- d. The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the Owner.
- e. The contractor shall keep the Owner indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for



or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the Owner, which shall be recoverable from the running bills and/or security deposit of the contractor.

- f. The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month. Payment to the labours/workmen is to be paid through Bank Account only.
- g. The contractor shall comply with all the statutory provisions as per Central and/or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/deductions from wages, unpaid wages, deductions, unauthorisedly made, maintenance of wage register/wage slips, publication of the notice of date of payment of wages, weekly days of rest etc., and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of officer-in-charge.
- h. In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Owner may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Owner shall be entitled to set off all costs and amounts due to the contractor for the payment/contributions made by it on account of contractor's default.
- i. The contractor shall have to obtain and produce the licence as applicable before starting the work.
- j. The contractor shall insure all the workmen & submit the copy of WC policy to RSMM.
- k. The contractor shall require registration of workers under the building & other construction workers (Regulation of Employment & Condition of Services) Act, 1996 & extension of benefit to such workers under the Act. Deduction of cess at source will be made as per provision of the said act, in force from time to time.
- l. All the provision of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.25 OTHER RESPONSIBILITIES OF CONTRACTOR

- a. The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- b. The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- c. The Contractor shall, at his own cost, make all necessary provisions for health and safety of his workpeople.
- d. The contractor shall make necessary arrangement for Sanitation and Sewerage disposal generated during the course of construction. All the charges related to this shall be borne by the contractor and the quoted rate shall deemed to include the same.
- e. The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.



- f. The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- g. The contractor shall have to arrange for lighting etc. for construction works as well as contractor's colony and other facility as required herein.
- h. Safety & discipline of the labour/ workers staff employed by him
- i. The Owner shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the Owner on the above items, that will be recovered from the contractors bills/security deposits.
- j. The Contractor shall have to pay all tonnage, permits, royalties, rent or other payments or compensation if any for getting the stones, sand, gravel, clay, or other materials obtained from excavation other than the works under the contract/ required for the works under mineral act

3.26 DETERMINATION OF THE LOWEST BIDDER/ CRITERIA FOR DECIDING L-1 BIDDER

The tenderer whose quoted rates are resulting into the lowest financial outgo for the Owner will be considered as L1 bidder. The total contract value will be arrived by adding total of BSR items (*including tender premium, if any*) and NON BSR items (*including tender premium, if any*). The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

3.27 DEFECT LIABILITY PERIOD

The defect liability period for the work will be 2 years from the date of actual completion of work; if any defect occurs during this period, then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

3.28 RISK & COST

The Owner shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfilment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

3.29 APPEALS

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



3.30 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

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



SECTION– 4: SCOPE AND PROJECT DESCRIPTION

4.1 SCOPE OF WORK

General -The broad scope of activities to be carried out by the contractor is specified in the following clauses. The clauses give only a brief explanation of the activities or supplementary activities. Any other activities which are not specifically mentioned herein or elsewhere in the document but required for completion of assignments are deemed to have been included in the scope of work. The proposed structures and structural details e.g. length, height, size etc. mentioned in project components is based on the detail investigation, available site data and design calculations deemed necessary and considered adequate for the completion of the works. Any deviation in planning or design requirements as per site conditions during construction shall be considered as per actual.

The work consists of:

- Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur.

The work will be carried out in totality with all the components to be constructed in a well-planned manner. Investigations required during construction, quality tests and quality assurance are included in the scope. The dam is proposed to be raised by 8 meters at the infiltration well location, shown in the drawings to optimally utilise the capacity. The T.B.L. (Top Bank Level) is proposed at R.L. 564.00 meters with 1.0m proposed freeboard so as to hold the tailing dumped in it as obtained from the processing plant up to R.L. 563.00 meters.

4.2 PROJECT DESCRIPTION IN BRIEF

Site Conditions:

The existing Tailing Dam proposed to be raised is located in the eastern side of RSMML mining area. The site conditions are such that the dam is full to its capacity filled with tailing. The top surface of filled tailing is having a natural slope towards the infiltration well gradually developed as the tailings released through pipe outlets at outer periphery and accumulated water drained away from infiltration well. The top levels of tailing in the dam vary from R.L. 556.0 to 551.0 m. It is proposed to raise the height of dam mostly using the tailing already filled in the dam area as per the practise adopted in many developed countries.



4.2.1 Main Project Components –

Main project components covered the work are explained as below, bidder should also refer the relevant drawing provided in drawing volume for understanding of Scope of Work and Project components:

a) Embankment & Filter Toe

An Embankment of having Top Bank Level as 564.00 m. and 8.0m average height, laid in uniform thick layers as per technical specifications using existing tailing after benching of base, duly compacted at OMC (optimum moisture content) to at least 98% of Standard Proctor's density. The embankment shall have total finished top width as not less than 5 m. & side slopes as shown in drawings, well dressed and provided with 0.50 m. thick cover of spalls mixed with murrum on both the slopes and top. Filter toe with sloping and horizontal filter of graded gravel as per the drawings with toe drain, guard wall. RCC drains along slopes at downstream of embankment all complete as per drawings and technical specifications

b) Infiltration Well & Guide Wall

Construction of new Infiltration well structure with porous concrete block (from EL. 552.70 to 564.00) along with construction/installation/ supply and laying of drain pipes and drainage network to connect existing infiltration well and new infiltration well as shown in the drawings. Construction of new infiltration well up to EL. 564.00 to collect the water from the tailing, the collected water in the sump shall be disposed into the existing drain pipe for desilting.

c) Drain & Toe Wall

The drains shall be constructed at the downstream of the embankment and at the periphery along the embankment as per the drawings to safely dispose the storm water.

RCC toe wall along hill side shall be constructed to the dimension and reinforcement details as per the drawings and technical specifications to save the embankment from erosion, etc.

d) Guard Wall

Guard Wall in stone masonry along the periphery of embankment top /carriage way on both sides as shown in the drawings.



e) Boundary Wall

Boundary wall shall be constructed in stone masonry to prevent unauthorised entry and trespassing as per the drawings.

f) Inspection platform

Inspection platform shall be constructed and grating shall be provided or reused (if existing) at the top of the infiltration well as per the drawings.

In additions to above, work of excavation of Tailing and Throw Back at D/S Lagoon (valley) to increase capacity of Tailing dam is also to be executed. The quantity of which is approx. 2.50 lac Cum.



SECTION- 5: GENERAL AND SPECIAL CONDITIONS

5.1 GENERAL CONDITIONS OF CONTRACT (GCC)

5.1.1 INTERPRETATION OF CONTRACT DOCUMENT

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

5.1.2 SECURITY DEPOSIT

- a. The successful tenderer shall furnish a Security Deposit of 10 % of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner:
 - i. The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from Public Sector Bank or Schedule private Bank, Au small finance bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period (if any), plus defect liability period, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
 - ii. The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any



Public Sector Bank or Schedule private Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.

- iii. The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from each running bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit. If the EMD has been furnished in BG format, contractor is responsible for getting the BG renewed suitably so as to cover the whole contract period plus DLP and grace period as per tender.
- b. The entire Security Deposit shall be refunded after the expiry of defect liability period of 2 years plus a grace period of six months, provided the Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.
- c. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- d. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- e. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in



cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- f. In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- g. In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- h. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- i. No interest is payable on S.D. amount.
- j. In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

5.1.3 ADDITIONAL PERFORMANCE SECURITY

5.1.3.1 In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation For the purpose of this rule:

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
- c. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.



5.1.3.2 The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

5.1.3.3 In case of enhancement of quantum/ value of work, due to any reason, the contractor shall furnish additional security amount. This security may be progressively recovered from the payment due to the contractor. For avoidance of doubt, it is clarified that at any point of time during the currency of the contract, the security deposit (including the Bank Guarantee, if any) shall not be less than 10% of the gross value of work executed by the contractor.

5.1.3.4 In case, the contractor fails to mobilize sufficient manpower and equipment within prescribed period the amount of security deposit/EMD may be forfeited at the sole discretion of the Company.

5.1.4 PROVIDENT FUND

- i) The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- ii) The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii) The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.15% administrative charges. An affidavit (as per Annexure-B) for this purpose will be required to be furnished on a stamp paper of appropriate value.
- iv) However, each running account / Final bill must be submitted along with the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.



5.1.5 SUB-LETTING OF WORK

The whole of the work included in the contract shall be executed by the contractor himself and he shall have the sole responsibility for the total work.

In case the contractor directly or indirectly transfers, assigns, under-lets or sub-lets the contract or any part thereof with the permission of RSMML/Owner even then the total responsibility of the work as pre-tender stipulations will lie with the contractor alone. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents, or employees, as if they were the acts or defaults of the Contractor. Subcontractor is not liable to claim any payment from RSMML.

The Contractor shall ensure that a Personal Accident Insurance Policy is taken out in respect of each workman employed by his Sub-contractors, if any. The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub-contractors in connection with the said works as if the labourer had been directly employed by him

5.1.6 IMPORT LICENCE

If any item is required to be imported for the execution of contract, all formalities and arrangements shall be done by the Contractor at its own cost including all taxes and duties, if any.

5.1.7 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS /EMPLOYEES

- a. The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., To His Employees and Labours as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- b. The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination /completion of this contract.
- c. The Owner shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the Owner will be on the basis of accepted rates and work executed thereof.

5.1.8 STATUTORY OBLIGATIONS

The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the



Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold Owner harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety etc. or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Owner arising under or out of or by reasons whatsoever work provided by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi-judicial tribunal

5.1.9 RATES & TAX DEDUCTION AT SOURCE

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



- vi. The Owner shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

5.1.10 INDEMNITY

- a. The Contractor shall at all times, indemnify and keep indemnified the Owner, including its employees, authorised agents and the Engineer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Owner shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Owner shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Owner and any cost, expense etc. that may be incurred by the Owner in this behalf, shall also be recoverable from the Contractor.
- b. All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Owner without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- c. Contractor shall also keep indemnified the Owner against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.

5.1.11 WAIVER AND LIABILITY TO PAY COMPENSATION

- a. In any case in which any of the powers conferred upon the Owner shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- b. In the event the Owner exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-



Charge may give notice to the Contractor, requiring him/it to reprove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

5.1.12 OWNER NOT LIABLE TO PAY COMPENSATION

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

5.1.13 NO CLAIM IF WORK IS ABANDONED OR POSTPONED

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

5.1.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time after the commencement of the work the Owner shall for any reason or under instructions of Directorate General of Mines Safety or other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not derive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

5.1.15 OWNERS RIGHT TO APPOINT CONSULTANT FOR PROJECT MANAGEMENT

The owner shall have right to appoint/change the consultant for project management at the very beginning or at any time in a later stage of progress of work as A policy decision and to authorise the consultant firm to approve designs and drawings, carryout inspections, issue instructions, etc. on behalf of the owner. The contractor shall have to provide full co-operation to such authorised Consultant.

5.1.16 INSPECTION OF WORKS

The Engineer-in-Charge or his authorised representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-in-Charge/Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/itself.

5.1.17 DISCREPANCIES BETWEEN INSTRUCTIONS

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

5.1.18 ASSISTANCE TO THE ENGINEERS

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

5.1.19 CONTRACTOR'S OFFICE AT SITE

The Contractor shall maintain a Site Office at a location approved by the Engineer-in-charge. Such office shall be opened during working hours/at all



reasonable hours to receive instructions, notices and/or other communications etc., on its behalf from the Owner

5.1.20 COORDINATION AND INSPECTION OF WORK

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

5.1.21 WORK IN MONSOON

The period of completion is inclusive of monsoon season and no extra rate or time extension will be considered for any work not carried out or hindrance due to monsoon season. During monsoon and other period, it shall be the responsibility of the Contractor to keep the on-going works in safe condition and the work site free from water at his own cost. The contractor should plan the execution of work accordingly.

5.1.22 WORK ON WEEKLY DAY OF REST AND HOLIDAYS

Subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on the weekly day of rest and holidays, the Contractor will approach the Engineer-in-Charge or his representative and obtain prior permission. No extra payment will be considered for working on weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Owner from time to time.



5.1.23 OTHER CONDITIONS, OVERTIME ETC.

- a. The normal working hours at the site of work is 48 hours per week. Overtime work may be permitted in case of need with the prior written approval of Engineer-in-Charge and Owner will not compensate the same. Shift working may be necessary, and the Contractor should take this aspect into consideration in formulating and quoting his rates. No extra claim will be entertained by the Owner on this account. The contractor shall be responsible for idle wages if payable to his workers.
- b. The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payments whatsoever.
- c. The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act 1948 etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

5.1.24 SAFETY, SANITARY & MEDICAL FACILITIES

- a. The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- b. The Contractor shall be responsible for the safety and discipline of his employees in all facets of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc. that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- c. The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge/ Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons



- d. All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.
- e. First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. Medical check-ups & Vocational Training of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

5.1.25 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- a. The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-in-charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub- contractors, if any, provide competent and efficient supervision, over the work entrusted to them.
- b. Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.
- c. The Contractor shall be responsible for the proper conduct and behaviour of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the



community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

5.1.26 PROTECTION OF WORK

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

5.1.27 USE OF COMPLETED PORTIONS

- a. Whenever, in the opinion of the Owner the work or any part thereof is in a condition suitable for use and in the best interest of the Owner requires use, the Owner may take possession thereof, or use the work of such part thereof. Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.
- b. All necessary repairs and renewals in the work or part thereof, shall be at the expenses of the Contractor. The use by the Owner of the work or part thereof as contemplated in this clause shall in no case be construed upon constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Owner of the conditions thereof. However, if in the opinion of the Owner the use of the work or part thereof delays the completion of the remainder of the work, the Owner may grant such extension of time as it may consider reasonable if so requested by the Contractor. The decision of the Owner in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Owner.
- c. All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps,



specifications and instructions as may be issued from time to time to the contractor by the Engineer-In-charge whether specifically mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-in-Charge. The work in the mining areas shall be done strictly in accordance with the provisions of Mines Act 1952, Metalliferous Mines Regulations 1961 and directives issued from time to time by the Directorate General of Mines Safety and/or other statutory authority.

5.1.28 MATERIALS TO BE SUPPLIED BY CONTRACTOR

- a. The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works. However, the Contractors shall be permitted to take back the extra/ excess materials/ items which are not required for our turnkey work with the permission of engineer in charge only.
- b. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be affected/delayed due to the Contractor's inability to make arrangements for supply of materials, the Owner shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such materials to the Owner at work site on issue rates plus 10 (ten) per cent as storage, supervision charges thereon or at such market rates as may be decided by the Owner whichever is higher. The cost of such supplies shall be adjusted from the running invoice by the owner. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in the execution of the works. The Contractor shall provide all necessary mater also, equipment and labour etc. for the execution and maintenance of the works until final completion thereof.

5.1.29 STORES SUPPLIED BY THE OWNER

Subject to availability and on request of the Contractor, stores and materials etc., may be supplied to the contractor by the Owner at its own discretion and convenience and the cost of such supply will be debited to the Contractor's account at the rates to be determined by the Owner from time to time. Over and above the cost of store items as aforesaid, 10% of the value of store issued shall also, be recovered from the Contractor against handling charges. Materials



supplied by the Owner shall not be utilized for any other purpose/s other than that for which the same are issued. The Contractor shall bear all charges of the stores and shall be responsible for safe custody of materials at site after this have been issued to them.

5.1.30 DAMAGE TO PROPERTY

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

5.1.31 FIRE PREVENTION

- a. Contractor and its subcontractors shall take all reasonable precautions to prevent fires.
- b. Contractor and its subcontractors shall dispose of paper, rags, trash, and other combustible materials only in safe containers.
- c. Contractor and its subcontractors shall transport and store flammable liquids, such as gasoline, kerosene, and fuel oil, in industry-approved metal containers designed specifically for handling these liquids. Such flammable liquids shall be stored away from possible sources of ignition.
- d. Contractor and its subcontractors shall not alter or tamper with fire protection equipment or render it inaccessible.
- e. Contractor and its subcontractors shall not open or close hydrants or main water valves except after prior notice to the appropriate Owner representative or in the case of emergency.
- f. Contractor and its subcontractors shall be responsible for the safety and fire protection training of their employees.
- g. Contractor and its subcontractors shall provide their own fire protection equipment unless otherwise agreed with Owner in writing.

5.1.32 RIGHTS OF VARIOUS INTERESTS

- a. The Contractor shall co-operate and afford other contractors' reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- b. Whenever the work being done by any department of the Owner or by other Contractors employed by the Owner is contingent upon work covered by this



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

5.1.33 MATERIALS OBTAINED FROM DISMANTLING

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

5.1.34 ARTICLES/MINERALS OF VALUE FOUND

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

5.1.35 OWNER MAY DO PART OF WORK

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

5.1.36 POWER TO ORDER SUSPENSION OF WORK

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



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

5.1.37 LIENS

If, at any time, there should be any lien or claim for which the Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Owner all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

5.1.38 RIGHT OF WAY

- a. The right of way for the facilities to be constructed under the contract will be provided by the Owner. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.
- b. When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision, as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.



5.1.39 CHANGE IN CONSTITUTION

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

5.1.40 IF THE CONTRACTOR DIES

Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies in case of partnership firm or individual, the death of any partner shall not affect the rights of the Owner. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Owner or else contract shall be terminated as in where basis as per the contract clauses.

5.1.41 COMPLIANCE IN RESPECT OF VARIOUS ACTS

- a. The contractor shall ensure that his execution of the contract as well as the facility provided by him comply to all provisions of the relevant legislations, regulations and by-laws of the central / state / local authorities having jurisdiction at site and shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at his own cost
- b. The contractor shall give all notices required under the said acts, regulations, and / or by-laws and shall indemnify RSMML towards any omission or commission in this regard
- c. The contractor shall be responsible for observing all statutory laws, as amended up to date, in respect of contract labour engaged by him as applicable under, the following:
 - i. Contract Labour (Abolition & Regulations) Act 1970
 - ii. Payment of Wages Act, 1936
 - iii. Employees' Provident Fund Act 1952 & Employees' Provident Fund Schemel952
 - iv. Maternity Benefit Act. 1961.
 - v. Payment of Bonus Act 1965.
 - vi. Mines Act 1952.
 - vii. Payment of Workmen's Compensation Act 1923 Amended in 1984, 2000).
 - viii. Minimum Wages Act., 1948
 - ix. Payment of Gratuity Act 1972.
 - x. Forest Conservation Act, 1980
 - xi. The Water (Prevention and control of Pollution) Act 1974 & The Air (Prevention and control of Pollution) Act 1981 (amended 1987)



- xii. Mines Rules 1955
 - xiii. Metalliferous Mines Regulations 1961
 - xiv. Indian Explosives Act 1884 & Indian Explosives Rules 198312008
 - xv. Mines Vocational Training Rules 1966
 - xvi. Mines & Minerals Development & Regulation Act 1957
 - xvii. Mineral Concession Rules 1960
 - xviii. Mineral Conservation & Development Rules 1988
 - xix. Environment Protection Act 1986 and Environment Protection Rules 1986
 - xx. Indian Forest Act 1927
 - xxi. Fatal Accident Act,
 - xxii. Motor Vehicles Act,1988,
 - xxiii. Apprentice Act,
 - xxiv. Industrial Dispute Act, 1947,
 - xxv. Standing Orders Act, 1946.
 - xxvi. Electricity Act, 2003 and regulations made there under, electricity rules 2005, provisions of Indian Electricity Act, 1910 and Indian Electricity Rules, 1956 as applicable under section 185(2) of the Electricity Act 2003.
 - xxvii. RTPP Act,2012
- d. It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Owner reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Owner.
- e. The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- f. All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the Owner in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them
- g. The contractor shall have valid labour license and shall submit the copy of it within seven days of award of work.
- h. The contractor shall obtain group insurance policy or any such policy for the entire contract period for their employees and the same shall be submitted for verification within seven days of awarding the contract.



- i. Indian Foreign Exchange Management Act, 1999. Anything agreed in the contract but prohibited under any provision of the Indian Foreign Exchange Management Act, 1999 and amendments thereof, except with the permission of the Government of India and I or the Reserve Bank of India, shall be done only after such permission is granted.

5.1.42 LIABILITY

- a. Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- b. In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies, it shall be lawful for the Engineer-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Engineer-in-charge.
- c. The Owner shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his subcontractor or third party etc. and the Contractor shall indemnify and keep indemnified the Owner against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

5.1.43 INSURANCE

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

5.1.44 LIABILITY FOR ACCIDENT TO PERSONS

- a. Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, Motor Vehicle Act, "Mines Act" the following shall also apply to the Contractor.
- b. On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 8(eight) hours of happening of such accident/s in writing to the



Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Owner, against all claims/compensation, loss or damage sustained by the Owner resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the Owner as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

5.1.45 FORCE MAJEURE

Neither the contractor nor RSMML shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notices from the, Statutory Authorities, Civil Commotion, Fire Accidents, Epidemics, War, Flood, Acts of Gods or because of any law, order, proclamation or ordinance of any Government or any authority including NGT, MoEF & CC thereof or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ Partial power failure/ interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting for a continuous period of three months, both the parties will consult each other and decide about the future course of action regarding the contract.

5.1.46 NOTICES

a. Service of Notice on Contractor

Proof of issue of any notice, served on the Contractor or his/its duly authorised representative at the work site or by registered/speed post mail directly to the address furnished by the Contractor shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Owner, the name, designation and addresses of project in-charge



or his authorized representative at the work site as well as at his /its head or branch office for this purpose.

b. Service of Notice and Communication with the Owner and the Engineer-In-Charge

Any notice and communication addressed to the Owner or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered if dispatched by registered AD/Speed post to the Owner's GGM (Projects) at Udaipur or to the designated Engineer In-charge as the case may be. The date of receipt shall be considered as per the actual date of receipt in the office of the respective officers.

c. Validity of Notice and Communication

Any notice and communication addressed to the Owner shall be valid only if duly signed by the Contractor or his duly authorized partner or his designated Project In-charge or his authorized representative acting for him on his behalf.

5.1.47 TERMINATION

- a. If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Owner in its option, by written notice to the contractor:
 - i. To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the Owner in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Owner may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the Owner for any excess cost occasioned by such take over and completion by the Owner or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - ii. Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the Owner for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Owner and/or through any other agency over and above the remuneration payable under the contract.



- b. Before determining the contract, as aforesaid, and provided that, in the judgment of the Owner the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Owner may, by notice of 7 days, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice
- c. In the event of the Owner proceeding in the manner herein above prescribed-
 - i. The whole of the Security Deposit furnished by the Contractor or retained by the Owner shall be liable to be forfeited, without prejudice to the right of the Owner to recover from the Contractor, the excess cost referred to aforesaid. The Owner shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work & the contractor shall not be entitled for any compensation for use of, damage to such materials, equipment, plant.
 - ii. The money that may have become due to the Contractor on account of work executed by him/it's already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Owner to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Owner.
- d. The Owner shall also have the right to proceed in the manner prescribed in sub clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Owner to give any prior notice to the Contractor.
- e. Termination of the contract as aforesaid shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.
- f. RSMML reserves right to amend, alter or cancel this contract and/or the revise schedules without assigning any reason and/or without in any manner incurring any liability on RSMML.



5.1.48 DISPUTE JURISDICTION

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

5.1.49 GOVERNING LAW

The contract shall be construed in accordance with and governed by the laws of India. In the event of any litigation, the court at Udaipur Rajasthan shall have exclusive jurisdiction.

5.1.50 GOVERNMENT AND STATUTORY CLEARANCES

The contractor shall be responsible for obtaining all the necessary clearances and permissions for project site.

5.1.51 INTELLECTUAL PROPERTY

- a. Indemnity Against Infringement-The Contractor shall indemnify the from and against any demands, claims, suits, and causes of action and any liability, legal costs, expenses, settlements arising from or incurred by reason of any infringement or alleged infringement of registered design, unregistered design right, copyright, trade mark or trade name by the use or possession of projects. The Contractor hereby represents to the Owner that, as of the date 30 (thirty) days prior to the date of execution of the contract, the Contractor has received no notification of any rightful patent infringement claim, which would prejudice the Owner's right to use or maintain.
- b. Conduct of Proceedings-In the event of any claim being made or action brought against the Owner which is covered by the indemnity, the Owner shall promptly notify the Contractor thereof and the Contractor may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise there from.
- c. Infringement Preventing Performance-If, in consequence of any infringement of registered design, copyright, trademark or trade name, the Contractor is prevented from executing the Works, or the Owner is prevented from using the Project, the Contractor shall at his own expenses procure for the Owner the right to continue using the relevant Project or part thereof with a non-- infringing solution, modify the relevant part so it becomes non-infringing.



5.1.52 PUBLICITY

The CONTRACTOR shall not permit any information about or photographs and video clips of the WORK to appear in any means of mass communication, media, internet web sites, social networking sites, etc. without the written consent of the OWNER. CONTRACTOR shall, however provide to the OWNER such photographs of any part of the WORK as the OWNER may require or provide facilities to the OWNER to take such photographs for the purpose of indicating progress, technical description or publicity.

5.1.53 RISK AND COST

- a. In case, work completion is not made within the stipulated schedule, RSMML reserves the right to cancel the Contract for balance quantity which has not been completed and complete the balance quantity from any other source at the risk and cost of the contractor and recover the cost that would be incurred extra by RSMML from the contractor.
- b. In case, the already completed work cannot be put to intended use in absence of the incomplete work, RSMML shall have the liberty to get executed the entire quantity from another source at the risk and cost of contractor. The additional cost incurred in executing the said work from new source, will be recovered from the contractor besides recovering cost of the work, which has been completed, by the contractor and consequential losses incurred by the buyer due to non-completion of balance quantity/work in time, will also be recovered. However, such risk and cost article shall not be applied to any part of extension, which would be granted under force majeure clause.

5.1.54 COMPENSATION

The time allowed for completion of work, as entered in this document shall be reckoned from the date of issue of LOA (Letter of Acceptance)/ DLOA (Detailed Letter of Acceptance) issued by the owner. The contractor will have to start the work at site within 15 (Fifteen) days of the date of issue of LOA/DLOA. If the contractor does not commence the work at the project site within this period, the compensation @ 0.5 % of the contract value on weekly basis will be recovered subjected to maximum of 2% of the contract value. The compensation will be recovered by way of deduction from the bills payable to the Contractor. Further, the company may withdraw the LOA/DLOA and forfeit the Earnest Money Deposit (EMD) / Security Deposit (SD) in case delay in commencement in work is such that compensation has reached to the maximum limit of 2% of the contract value. Besides, an appropriate action shall be initiated by the Engineer



In-Charge for to debar him from taking part in future tenders invited by the Owner for period of three years. The work shall throughout the stipulated period of completion be proceeded with due diligence, time being the essence of contract. To ensure completion of work within the specified period of completion, the contractor is required to complete works worth 15% of total contract value by the end of 1/4th of total time period, 40% of total contract value by the end of 1/2th of the total time period, 75% of total contract value by the end of 3/4th of the total time period and 100% work in the total stipulated time period. If the contractor fails to achieve these targets, he shall be liable to pay compensation to the owner as described in the Special Conditions of contract (SCC).

5.2 SPECIAL CONDITIONS OF CONTRACT

5.2.1 APPLICABILITY

These terms and Conditions are in addition to the General Terms and Conditions specified earlier in this Tender Document. In case there is any discrepancy or conflict or contradiction between the two, these Special conditions shall prevail over the General Conditions.

5.2.2 ABOUT THE OWNER, DETAILS OF WORK & SITE CONDITIONS

Necessary information about the owner, scope and details of work, site conditions etc. have been given in earlier sections and Paras of this document, which are only for general guidance. The bidder is advised to go through them and make verification at his own before bidding so as to have clear concept of the site conditions and work.

5.2.3 SITE INSPECTION BEFORE TENDERING

The bidder is strictly advised to visit the site with his engineers and experts and make detailed inspection well in advance before quoting for the work so as to have first-hand acquaintance of the site conditions. Such inspection should, preferably be carried out under intimation to the owner in writing addressed to the GGM (Projects) so that departmental representative may allow the inspecting team of the bidder, if desired. Ignorance of site conditions shall not make the basis of any claim pertaining to this contract.

5.2.4 CONSTRUCTION MATERIALS

- a. All construction materials required for the work shall have to be arranged by the contractor at his own cost. Only quality material (as per relevant specifications described in this document or as per BIS specifications (where there is no description) will have to be used. The Project Management Consultant shall have full powers to require the removal of all materials which are not in accordance of



the specifications and in case of default; he shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage to the contractor. The cost of such removal shall have to be borne by the contractor. The decision of Engineer In- charge shall be final and binding in this regard.

- b. The bidder is advised to make a detailed survey regarding availability of earth, murrum, spalls, sand, crusher broken and natural aggregate, masonry and pitching stone, filter material, stone boulders, organic manure, specified plant saplings, cement, steel, water, blasting material Hume pipes, etc. and the probable leads from the source of supply to the work site before bidding so as to include all such costs of procurement and transportation etc. of the required materials.
- c. The bidder should assess the probable depth of excavation at the existing Tailing Dam area and moisture content up to this probable depth so as to judge watering/de-watering needs for obtaining optimum moisture content as this tailing is to be used for the embankment.

5.2.5 AVAILABILITY OF LABOUR

The bidder is advised to assess the requirement and availability of skilled and unskilled labour, the prevailing wages, etc. before quoting the rates. Shortage of skilled or unskilled labour shall not be considered as an excuse for delay in completion of work.

5.2.6 AVAILABILITY OF POWER

RSMML is having a three-phase connection for running pumps to lift water from sump wells located just in the down-stream of the dam. The contractor will be allowed to use electricity through this connection chargeable basis (if required) for project purpose but necessary temporary electric wiring up to the work site (adhering to required safety measures), poles, fixtures, etc. shall have to be arranged and maintained by the contractor.

5.2.7 DEWATERING

Dewatering, if any, shall have to be done by the contractor at his own cost for which no payment shall be made by the Owner. The contractor should therefore assess the dewatering needs during site inspection before quoting his rates. The Contractor may plan to use the available water of the existing water pool in the eastern side of the dam area and excess water/moisture content of the tailing below surface levels for construction needs or may go for dewatering as per his planning and site requirements. For embankment needs, tailing having optimum moisture content shall only be allowed.



5.2.8 CURING

The strength of concrete and masonry gets adversely affected by in-adequate curing. Since the working period of this work covers hot days of summer, it becomes still more important to make adequate arrangements for curing. The contractor is therefore advised to keep the cost of curing arrangements before quoting his rates.

5.2.9 MAINTAINING APPROACH ROAD FOR PUBLIC

Villagers residing in nearby areas are using the approach road to dam and pump house so as to reach to the public road and mines area. The contractor will be required to maintain the approach road at his cost so that such use by the villagers is continued.

5.2.10 LAND FOR SITE OFFICE, STORES ETC. OF CONTRACTOR

- a. Suitable area near the project site shall be made available free of cost by the Owner to the Contractor with mutual understanding for construction of Site Office, Store, Workshop etc. for the execution of contract.
- b. This however shall not create any right, or title or lien thereto in favour of the contractor. Contractor shall provide proper and adequate sanitary arrangements and water supply for his men. The owner shall approve the plans for this facility.
- c. On completion of the work all the temporary buildings and structures erected by the contractor shall be dismantled by him and the debris shall be disposed as directed by the owner. The cost of construction and dismantling of the temporary facilities shall be borne by the contractor. If the contractor shall fail to comply with these requirements the owner shall take action as deemed fit to clear the site. The costs so incurred by Owner will be to the contractor's account. However, the owner reserves the right to ask the contractor, any time during the tenure of the contract to vacate the land by giving 7 days' notice on security grounds or national interests.

5.2.11 DESIGN AND DRAWINGS

- a. After allotment of work, the contractor shall have to submit detailed construction drawings for approval of the Owner and the work shall be carried out as per approved drawings.
- b. After completion of work, the contractor shall submit the actual, as executed, drawings

5.2.12 REVISIONS/ MODIFICATIONS IN DESIGN, DRAWING & SPECIFICATIONS

It shall be the responsibility of contractor to obtain the approval for any revision and/or modifications decided by the contractor from the owner/Engineer-in-Charge before implementation. Also, such revisions and/or modifications if



accepted/approval by the owner/Engineer-in-Charge shall be carried out at no extra cost to the owner. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the contractor in the data/drawings furnished along with the offer will be carried out by the contractor at no extra cost to the owner sufficient details in two sets to the Owner for record.

5.2.13 VARIATION IN ESTIMATED QUANTITIES IN PRICE BID SCHEDULE

- a. The estimated quantities of each item mentioned in price bid schedule are approximate and may vary as per actual need and site conditions.
- b. For any variation resulting in final saving, i.e., actual quantity executed works out to be less than the estimated quantity of any item, no financial claim of the Contractor shall be entertained by the Owner.
- c. For any variation resulting in final excess, i.e., actual quantity executed works out to be more than the estimated quantity of any item, the contractor will have to execute the excess quantities at the quoted rates till the excess is up to 50% in any individual item and up to 20% on overall basis.
- d. For execution of excess quantities beyond the limits prescribed above, rates shall be settled by mutual understanding between the Owner and the Contractor. If there is no settlement on rates, the Owner shall be free to get the additional quantities executed through any other means at the sole discretion of the Owner.

5.2.14 WORK IN TWO SHIFTS

The contractor may be allowed to work in two shifts, if he so desires, for achieving the targeted progress. For this purpose, the contractor shall have to submit a detailed work programme for approval of the Owner, justifying the need for working in two shifts.

5.2.15 EXECUTION OF EXTRA ITEMS NOT INCLUDED IN PRICE BID SCHEDULE

If an item of work, which is not included in the Price Bid Schedule but is considered necessary to be executed for overall completion or safety or utility in totality, the contractor shall be bound to execute the same on the rates given in the **Schedule of Rates (BSR) -2023 of the Water Resources Department, Udaipur, Government of Rajasthan, plus or minus the tender premium quoted by the Contractor, as the rates mentioned in this Schedule are based on this BSR. If such item is not covered in this BSR**, then the work shall be carried out at the rates arrived by item rate analysis settled by mutual understanding between the Owner and the Contractor. If there is no settlement on



rates, the Owner shall be free to get such items executed through any other means at the sole discretion of the Owner.

5.2.16 CONTRACTOR TO ENGAGE TECHNICALSTAFF

- a. As the work is of typical and innovative nature, it has to be supervised by a qualified and well experienced technical person who will have assistance of a good working team. The Contractor shall have therefore to engage a person/ persons (as per directives of Engineer-in-Charge) of technical background with sufficient experience in the related type of work to head his field team.
- b. The Contractor's supervisory team will have to be headed by a person having at least a Civil Engineering Graduate degree and having working field experience of at least five years/ Civil Engineering Diploma degree and having working field experience of at least ten years in supervisory capacity related with embankment construction involving earthwork in filling for a dam or for filling reaches of canals, highways or railways laid in layers and compacted with vibratory rollers. He must also have practical field experience of direct supervisory responsibility for at least one work involving not less than 0.25 Lac cubic meters of earthwork in filling for a dam, canal, highway or railway filling reaches, laid in layers and compacted with vibratory rollers. He must also have directly supervised at least 300 cubic meters of massive concreting of RCC framed buildings/retaining walls/bridges/dam/canal works and 300 cubic meters of stone masonry.
- c. The Contractor's supervisory team should have experienced persons for surveying, levelling and setting out of works and he should also have sufficient and qualified staff for drawing and designing as well as for quality assurance.
- d. All such staff should remain available at site during the progress of work and as and when needed by the Project Manager of the Consultant or by the representative of the Engineer In-charge.
- e. The name of authorised Head of supervision team shall be intimated to the Owner and repeated non-availability of this authorised head when the work is in progress shall be considered as breach of contract.

5.2.17 SPECIFICATIONS

Specifications for basic construction material and main work items are mentioned under a different section of this document and the basic requirements are mentioned in scope drawings available in the office of RSMML. These are for guidance purpose and the contractor shall have to submit specifications based on Standard Codes giving due reference for all important items of work well in advance for approval of the Owner and shall have to follow the approved specifications.



5.2.18 SURVEYING, LEVELLING AND SETTING OUT FOR WORKS

The contractor shall have to arrange for a competent team for day to day requirement of surveying, levelling and setting out for works. This team should have all necessary tools and equipment of required accuracy. Materials required for surveying, levelling and setting out of works as well as for leaving reference points, bench marks, pillars, poles, etc. like pegs, strings, bamboos, slope templates, MS pipes (well painted and marked with 10 cm marks along the length) of about 3-meter length, lime for marking lines, shall have to be arranged by the Contractor as his own cost. The contractor shall have to decide for test checking of the survey and allied work done by his team by the Project Management Consultant Team or by the representative of the Engineer In-charge.

5.2.19 BLOCK LEVEL PLAN & CROSS SECTIONS BEFORE STARTING THE WORK

The contractor shall arrange a block level plan of the whole dam area at 10 m grid showing existing situation and details of permanent structures like walls, boundaries, trees, pipe lines, etc. and shall arrange cross sections along the centre line of the proposed embankment or drains extending 10 m. further than the outer edge of proposed construction showing existing levels. The interval of such sections shall be 50 m. or less so that the difference between the levels at centre point of two sections is not more than 0.50 m.

5.2.20 QUALITY ASSURANCE

- a. The Owner gives top priority to Quality Assurance. The Contractor shall have to ensure, implement and maintain the quality of work to an acceptable and good level. An independent quality assurance head shall have to be engaged by the contractor and a Quality Assurance Programme (QAP) shall have to be submitted before commencement of work at site. The approved QAP shall have to be followed by the Contractor and his agents.
- b. All quality tests, except daily routine tests at site, shall be got done at a Testing & Calibration Laboratories, (NABL) Department of Science and Technology, (DST), Government of India, New Delhi.
- c. RSMML may depute its representative or any third-party inspection agency to witness the quality tests at its discretion.
- d. All costs for taking samples, transportation and testing etc. shall be borne by the contractor for which no separate payment shall be made.

5.2.21 CLEARANCE FROM VARIOUS ORGANIZATIONS

All necessary clearances, no objection Certificates as required under law or Government regulations for execution of the work, operating of quarries, temporary acquisition of borrow areas for getting earth for embankments etc.



shall be obtained by the Contractor at his cost for which the Owner shall provide required official requests.

5.2.22 MOBILIZATION AND DEMOBILIZATION

All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments so account of such expenses shall be entertained.

5.2.23 PRE-BID MEETING:

- a. RSMML proposes to hold a pre-bid meeting on 20.06.2025 at 11 A.M. to clarify doubts and furnish replies to the questions/ observations raised by the bidders on this tender document. The pre-bid meeting will be held at the office of Group General Manager (Projects) at 4, Meera Marg, Udaipur- 313004 on the date and time as indicated in NIT and DNIT.
- b. All queries/questions/doubts with respect to tenders' contents or site conditions, etc. should be made well in time and in writing on the following address so as to reach at least 7 (seven) days before the scheduled date of Pre-Bid Meeting of prospective bidders:

GGM (Projects) RSMM Ltd. 4, Meera Marg, Udaipur- 313 004	Tel: +91- 294-2428744,2428738 Fax: +91- 294- 2428790, 2428770 Email:project.rsmml@rajasthan.gov.in Website: http ://www.rsmm.com
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If the queries are sent by E-mail, then the same will have to be followed by the hard copy duly marked as "Original sent by E-mail & hard copy for confirmation/ record". Delay in seeking clarifications or not seeking clarifications shall not be considered an excuse for any purpose related with this contract.

- c. Bidders are advised to participate in the pre-bid meeting in their own interest, though it is not mandatory to do so. However, the bidders are requested to confirm their participation.

5.2.24 PROVIDING COMPLETE INFORMATION ALONGWITH TECHNICAL BID OFFER

- a. The Bidders are required to furnish following information along with Technical Bid offer as per the FORMs available in the tender document:
 - i. Bidder Profile
 - Name and Head Office Address, Contact details, Web site, e-mail.
 - Branch offices.



- Legal status: Public limited/ Pvt. Ltd./ Partnership, Formation; Registration details.
- Business areas and activities, products- main and auxiliary, agencies/representatives.
- Management: Board, C.E.Os. up to senior managers, technical heads.
- Manufacturing Facility, if any with details.

ii. Bidder Capacity

- Human Resources: Organization, number of employees, category wise breakdown.
- Technical Manpower with adequate details.
- Technical Associates
- Financial: balance sheet, bankers' statements, etc.
- Others

iii. Project Specific

- List of Projects executed & being executed. (Technical & Financial sizes)
- List of similar projects executed, under execution and in bid process.
- Copy M.O.U. with a capable Survey and Design Organization for regular Tie Up for survey, setting out, detailed designs, preparation of working drawings for the Tailing Dam and appurtenant works. {If applicable}
- Separate List of regular Project Clientele be appended

iv. Technical Profile of Bidder

To include manpower resources covering Survey and Setting Out, Design and preparation of Working Drawings, Execution of works, Monitoring and Progress Reporting, Watching Environmental Aspects, etc. Corresponding, Drafting and computing details, library facilities, Associations, Office area be indicated, in house manpower /outsourcing facility,

- v. Any other data/argument in support of Bidder's candidature for the work of this tender.

5.2.25 PRE-QUALIFICATION CRITERIA

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

- a. The bidder must have a minimum annual turnover of Rs. 8.5 crore in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24.**

The Bidder should submit, duly attested copy of audited balance sheet along with TDS certificates in support of turn-over.



- b. The bidder should have successfully executed at least one similar nature work of costing not less than Rs. 8.5 crore inclusive of execution of rockfill/earthworks with compaction for at least 1,20,000 Cubic meter (Cum) in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 in the bidder's name.**

Similar nature work shall mean construction works for any type of Embankment/Dam/Tailing Dam/Canal for which copy of work orders along with completion certificates etc. **to prove the nature of Civil Construction works related to Embankment/Dam/Tailing Dam/ Canal works with the offer.**

- c. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- d. The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", 'information about DSC', FAQs' and 'bidders manual kit' to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.
- e. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of tender.
- f. The tender shall be pre-qualified based on documents uploaded along with techno-commercial bid in support of above. The decision of the Owner will be final and binding in this regard. The Owner reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortium/partnership of maximum 2 partners shall be allowed to participate in this tender subject to the joint/several responsibility, in such cases, the cumulative PQC (Pre-qualifying Criteria) of partners/members shall be considered.
- g. The bidders/ tenderers who have been banned/ suspended by the Owner/company/RSMML or any State/ Central government organisation/department may not be able to participate during the banning / suspension period.
- h. The Owner reserves the right to accept or reject any or all offers without assigning any reason. Also, the Owner does not bind itself to accept the lowest price offer. The Owner shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

5.2.26 PERIOD OF COMPLETION

The stipulated period of completion **of the complete scope of work is 12 (TWELVE) months.** The period of completion starts from the Effective Date, which is the date of issue of the Letter of Acceptance by the Owner.



5.2.27 PRO-RATA PROGRESS

- a. To ensure timely completion of the work well within the stipulated period of completion, the milestones for completion of the works of the tender shall be as under –

The span out of full stipulated period of completion	First 1/4 th period	Second 1/4 th period	Third 1/4 th period	Last 1/4 th period
Minimum cumulative financial progress	15% of total	40% of total	75% of total	100% of total

- b. The contractor shall have to submit a PERT chart showing details of component wise targets for approval. While preparing a PERT Chart, it shall be ensured that the above milestone wise minimum financial targets are met.

5.2.28 COMPENSATION

5.2.28.1 COMPENSATION FOR DELAY IN COMPLETION OF WORK

- a. In case of delay in achieving the milestone wise progress of works of the tender, the compensation payable by the Contractor shall be as per following table –

Span out of full stipulated period of completion	Min. cumulative financial progress not met in stipulated span	Compensation as % of cost equivalent to financial progress not achieved
first 1/4 th period	15%	1.25%
Second 1/4 th period	40%	2.25%
Third 1/4 th period	75%	3.75%
last 1/4 th period	100%	5.00%

- b. If the milestone wise shortfall in the works of this tender is covered within the total stipulated completion period, the compensation so levied shall be refunded by the Owner on getting demand (with supporting documents of proof) from the Contractor. However, no interest shall be paid on such refund.
- c. In case milestone wise shortfall in the works of this tender is not completed within the total stipulated completion period, the compensation so levied shall be forfeited by the owner.

5.2.28.2 COMPENSATION FOR EXTENSION OF TIME FOR COMPLETION OF BALANCE WORK

- a. In case of delay in completion of scope of works is beyond the stipulated period of completion of the tender, compensation payable by the Contractor shall be @ 0.5% of total awarded contract price per week, subject to a maximum of 5% of total awarded Contract Price of the works of this tender.



- b. Any such time extension with compensation as per above clause shall be valid up to time till compensation amount reaches maximum of 5% of total awarded Contract Price of the works of this tender.
- c. In case of delay in completion of scope of works is beyond the extended time period, the company will issue notice, giving seven days time to complete the balance work. In case Contractor fails to complete the work, the company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the Contractor and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit/any other available amount as it may consider fit.
- d. The compensation so paid/and/or adjusted by the company, shall not relieve the Contractor from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.
- e. An opportunity by serving a written notice to the Contractor to explain the reasons of delay or slackness within a week's time shall be given to the contractor before imposing any final compensation. However, the decision about imposing the compensation after considering the reply to the notice so served shall be final and binding upon the Contractor.

5.2.29 DEFECT LIABILITY

It will be 2 year from the actual date of completion of the work; if any defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost to the entire satisfaction of the Owner.

5.2.30 RESPONSIBILITY FOR COMPLETENESS

The contractor shall ensure that all civil works, equipment, fittings, accessories, materials, components, tools, tackles, labour and other inputs which may not be specifically mentioned in the specifications /drawings /scope of contract but which are usual or necessary for construction of the dam and appurtenant works, unless specifically excluded, are considered and covered by him in his bid.

5.2.31 ORGANIZATION AND CO-ORDINATION

- a. Contractor shall establish a separate project organization for execution of work under this contract and arrange for a meeting for detailed discussions with RSMML/Engineer-in-Charge in regard to work schedules/co-ordination procedures within 30 days of award of this job.
- b. Contractor shall also nominate a coordinator for all the activities within one month on the issue of Letter of Acceptance.



5.2.32 FOREIGN EXCHANGE

Owner shall not be arranging any foreign exchange or import License for construction equipment etc. Only recommendatory letter may be issued by Owner to the contractor. All payments made by the Owner to the contractor shall be in Rupees only. It will be complete responsibility of the contractor to arrange import license and foreign exchange release required if, any by him under this contract

5.2.33 OTHER CONDITIONS AND INFORMATION

- a. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, Drawings and any other document forming part of this contract wherever the context so requires
- b. Notwithstanding the sub divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- c. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision of the Special Condition of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancy of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- d. The Materials, Design and Workmanship shall satisfy the applicable Standards. SPECIFICATIONS contained herein and CODES REFERRED TO. Where the Technical specifications stipulate requirements in addition to those contained in the standard CODES & SPECIFICATIONS those additional requirements shall be satisfied.
- e. Whenever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the CONTRACT PRICE shall be deemed to have include cost of such performances and provisions, so mentioned.
- f. In case of contradiction between letter of acceptance, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, the following shall prevail in order of precedence:
 - i. Email/Fax/Hard copy of acceptance, detailed Letter of acceptance along with Statement of Agreed Variations and its enclosures.
 - ii. Schedule of Rates and Quantities.



iii. Special Conditions of Contract

iv. General conditions of contract

5.2.34 Time Extension

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other grounds, he shall apply in writing to the Engineer-in-charge in that behalf within 30 days of the date of the hindrance on account of which he desired such extension as aforesaid and the competent authority shall if in his opinion (which shall be final & binding on the contractor) reasonable grounds be shown therefore authorize in writing such extension of time, if any as may in his opinion be necessary or proper. If the period of completion of contract expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

Failure or delay by the Owner to hand over to the Contractor possession of the land necessary for the execution of the works, or to provide the necessary drawings and instructions, or any other delay by the Owner due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, provided, however, that the Owner without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

5.2.36 Cleaning of premises included in completion

When the annual repair and maintenance work is carried out, the splashes and droppings from white washing, colour painting, etc. on walls, floors, doors, windows etc. shall be removed and the surface cleaned simultaneously, with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this clause the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action, the Engineer-in-charge shall give two days notice in writing to the contractor.



SECTION- 6: SPECIFICATIONS AND QUALITY ASSURANCE

6.1 GENERAL SPECIFICATIONS

6.1.1 Introduction

- a. The purpose of this section is to indicate the basic requirements of design.
- b. Highest standard of engineering and construction practices and relevant IS codes shall be followed as a minimum requirement. In the event of any dispute or conflict of any kind, the decision of Owner's Group General Manager shall be final and binding.
- c. In cases where the requirements are not covered by Indian Standards, British, American, or German Industrial Standards may also be followed during detail engineering
- d. Basic design data provided in Section -4, Para 4.2 of this document will be used for design parameters.
- e. Book of Specifications of State P.W.D. and Water Resources Department shall also form a basis where other specifications are not available.

6.1.2 Standards and Regulations

The requirements of the latest editions of the following regulations and standards, as amended/revised, shall be strictly followed:

- a. Standards and Codes of Practice of Bureau of Indian Standards.
- b. National Building Code of India- 2005
- c. Indian Mines Act
- d. Indian Explosives Act
- e. Indian Electricity Rules
- f. DGMS rules
- g. Codes of Practice of Indian Roads Congress
- h. Any other law or statutory regulations that may be in force.

6.1.3 Level, Bench Marks and Setting-out of Works

- a. Bench Marks and Levels

It shall be the Contractor's responsibility to obtain from the Engineer-in-charge before commencing the work coordinates and levels of benchmarks (B.M.s) which have already been established by the Employer during the initial survey work. The Contractor shall use these B.M.s to establish additional temporary bench marks as necessary throughout the sub-project areas at his own cost. These shall be of a form approved by the Engineer-in-charge and maintained until the completion of the Works. The levels and



coordinates of the benchmarks and control points will be determined on Site and approved as necessary by the Engineer-in-charge. The levels and coordinates shall be based on the data of benchmarks provided by the Engineer-in-charge.

b. **Setting-out of Works**

The Contractor shall be responsible for the setting out of the Works. All dimensions and levels shown on the Drawings or referred to in any document forming part of the Contract shall be verified by the Contractor on Site. He shall be responsible for pointing out promptly any discrepancy or error in such dimensions or levels.

c. **Working Drawings-**

The Contractor shall prepare detailed setting out drawings and data sheets as necessary and submit them to the Engineer-in-charge for approval. Any modification of these drawings or data sheets required by the Engineer-in-charge shall be made by the Contractor and resubmitted for final approval.

6.1.4 Construction Materials

- a. **General:** Only best quality materials acceptable to the Owner shall be used for the work.
- b. **Cement**
- i. **Grade** -For all concreting and other work involving cement, 43 grade ordinary Portland cement conforming to IS: 8112 is the minimum requirement.
- ii. **Procurement** - Cement from mini cement plants shall be avoided and bulk purchase directly from manufacturers will be preferred. No cement procured by the Contractor shall be used by him in any work until the Engineer-in-charge is satisfied that the requisite test results are satisfactory.
- iii. **Rejected Material** - The Contractor shall forthwith remove from the work area any cement that the Engineer-in-charge may disallow for use on account of (a) failure to meet with the required quality and standard, (b) determination due to inadequate or unduly long storage; and the Contractor shall replace it by cement complying with relevant Indian Standards.
- iv. **Access to Stores** -The Engineer-in-charge and his authorized representative shall have free access to the cement stores of the Contractor at all times for inspection.
- v. **Storage** - The Contractor shall create a suitable and adequate infrastructure for handling, storing and conveying bulk or bagged cement procured by him with advance planning of work to be done during the next 2 weeks to 4 weeks, duly approved by the Engineer-in-charge. Bagged cement shall be stored above the ground level in perfectly dry and leak-proof sheds and shall be stacked not more than 8 bags high. Cement more than 3 months old shall invariably be tested to ascertain its suitability for use in terms of acceptability requirements.



- vi. Physical Requirements Fineness** - When tested for fineness by "Blains' air permeability analysis method" (IS 4031, part 2- 2013) the specific surface of cement shall not be less than 2250 cm²/g (225 m²/kg).
- vii. For determination of fineness** the fineness by dry sieving (as per IS 4031- Part-1, 2016), the residue should not exceed 10%.
- viii. Soundness** - When tested by 'Le-Chateleir' method (IS 4301, part 3-2014) and autoclave method (for cement having moisture content of more than 3%), the un-dried cement shall not have an expansion of more than 10 mm and 0.8%, respectively.
- ix. Consistency**- Normal consistency is about 30%.
- x. Setting Time** - When tested by Vicat apparatus method (IS 4031, part 5-2014) the setting time of cement shall conform to the following requirements
- (a) Initial setting time not less than 30 minutes
 - (b) Final setting time not more than 600 minutes
- The ratio of initial penetration measured after 5 minutes of completion of mixing period to the initial penetration measured exactly after 20 seconds of completion of mixing period shall be not less than 50 percent.
- xi. Compressive Strength** - The average compressive strength of 43 grade OPC cement tested as per IS 4031 part 6 -2014 shall be as follows: -
- (a) 71 ± 1 hour not less than 230 kg/cm² (16 MPa)
 - (b) 168 ± 2 hours not less than 330 kg/cm²
 - (c) 672 ± 4 hours (28 days) not less than 430 kg/cm² (43MPa)
- The cement shall show a continuous increase in strength from the strength at 72 hrs.
- xii. Chemical Requirements**
- When tested in accordance with the method given in IS:4032-1985 the ordinary Portland cement shall comply with the chemical requirements as given below: -
- i. Total loss on ignition not more than 5%
 - ii. Total sulphate content not more than 2.5%
 - iii. Magnesia (by mass) not more than 6 %
 - iv. Insoluble residue (by mass) not more than 5 %
 - v. Ratio of percentage of aluminium to that from oxide not less than 0.66
 - vi. Ratio of percentage of lime to silica, aluminium to iron oxide between 0.66 and 1.02, respectively.
- xiii. Sampling (IS3535 -1986)**
- The samples shall be taken within three weeks of the delivery and the tests as considered necessary by the Engineer-in-charge, shall be commenced within one week of sampling. When it is not possible to test the sample within one week the samples shall be packed and stored in airtight containers. The suppliers shall provide all facility for taking and packing the samples for testing.
- xiv. Testing**- The sample of cement to be used in works shall be tested for fineness, soundness consistency, setting time, and compressive strength in order to exercise proper control on quality in the manner as per following Indian Standards:

Test	Is specification
Fineness by dry sieving	4031(part-I)-1998
Fineness, Blain air permeability method	4031 (Part-II)1998
Soundness by	4031 (Part-III) -1998

(i) Le-Chatelier method

(ii) Autoclave method

Consistency	4031 (Part-IV) -1998
Setting time	4031 (Part-V) -1998
Compressive strength	4031 (Part-VI) -1998

The temperature for testing shall be 27 ± 20 Cas far as possible. Tolerances in Weight - Average net mass of cement packed in bags in a sample shall be equal to or more than 50 kg.

c. Reinforcement

Steel bars conforming to Grade-I of IS-432 (Part-1) may be used only as stirrups and ties. Generally, reinforcement shall be of deformed steel bars conforming to Grade Fe 415 of IS -1786 or equivalent TMT bars or Fe 500 TMT bars as per as IS 1786-2013. The above is the minimum requirement only. Use of higher grade of steel can also be allowed. However, throughout the project only one prior approved and certified grade of reinforcement steel shall be used.

d. Steel work-The material for structural steel work shall conform to IS: 2062-2011

e. Sand (Fine Aggregates)-Sand shall be tested for grain size, specific gravity, water absorption, fineness modulus, Petro-graphic analysis, deleterious constituents etc. The presence of impurities, if any, is to be tested by chemical analysis. Quick colour test shall also be conducted in the field to determine the presence of any harmful organic impurities in the sand with 3% solution of sodium hydroxide (caustic soda), as under: -

- A colourless liquid indicates clean sand free from organic matter.
- A straw-coloured liquid indicates some organic matter but not enough to be seriously objectionable.
- A dark colour will mean that the sand contains injurious amount of organic impurities and shall not be used unless it is washed and a retest then shows that it is satisfactory.

Sand to be used shall be well graded with maximum size limit to 4.75 mm. Well graded sand is essential to impart good workability and good finish. The graduation requirement of sand for concrete work is indicated below.

- (a) Grading- Fine aggregate (sand) for concrete work shall as per IS 383- 2016 - zone-11 as follows:



Grading of Sand for Concrete

IS Sieve size	% Passing by weight	
	For Zone-II	For Zone-I
10.00 mm	100	100
4.75 mm	90-100	90-100
2.36 mm	75-100	60-95
1.18 mm	55-90	30-70
600 micron	35-59	15-34
300 micron	8-30	5-20
150 micron	0-10	0-10

Sand shall have FM between 2.2 to 3.0 %. The sand content shall be proportioned to be around 33 to 35% of total aggregate. However, the actual proportioning shall be fixed on the basis of laboratory tests. It shall, preferably be natural sand and conform to IS: 2116-2017. It shall be got approved from the Engineer-in-charge before use. The Engineer- in-charge may allow the use of crusher fines/crushed stone sand with natural sand after his full satisfaction that the mixture meets the specified criteria.

- a) Deleterious Substances- The amount of deleterious substances shall not exceed the percentage given below:

Deleterious substances	percentage not more than
Shale	1.0
Coal and lignite	1.0
Clay lumps	1.0
Cinders and clinkers	0.5
Material passing 75-micron sieves	3.0
Alkali, mica and coated grain	2.0

The sum of the percentages of all deleterious substances shall not exceed 5% by weight. The sand shall also be sound and free from any amounts of organic impurities.

- b) Specific Gravity - The sand shall have a minimum specific gravity of 2.6 g/cm³.
- c) Quality - The sand shall consist of hard, dense, durable, unquoted rock fragments and shall be free from dust, lumps, soft or flaky particles, shale, alkali, loam, mica and other deleterious substances.

f. Coarse Aggregates

- a) *General*- The coarse aggregate to be used shall be hard and well graded to produce a dense concrete of the specified strength and constancy that will work readily into position without segregation. It shall be tested for specific gravity, water absorption, deleterious materials, crushing impact, and



abrasion values. Representative samples shall also be got tested for any alkali - aggregate reaction potential. Minimum specific gravity shall be 2.6 g/cm³.

- b) Size-** The nominal maximum size of aggregate shall be as large as possible within the limits specified but in no case greater than one-fourth of the minimum thickness of the member, provided that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of the form work. For most works, 20 mm aggregate shall be used and where there is no restriction to the flow of concrete into sections, 40 mm size (MSA) shall be used. For any heavily reinforced concrete members, the nominal maximum size of aggregate shall usually be restricted to 5 mm less than the minimum cover to the reinforcement or 5 mm less than the minimum clear distance between the main bars.
- c) Tests -** Coarse aggregate shall comprise of all aggregate particles of size greater than 4.75 mm. The rubble from which coarse aggregate is crushed shall have a crushing strength of not less than 750 kg/cm². The aggregate shall conform to IS 383-2016 clause 3.1, 3.2 and 3.2.1 (Table-I). The different tests and the zone of acceptability limits are given below:

Tests and Acceptance Criteria for Coarse Aggregate

Name of Test	IS Code	Acceptance Criteria
Sieve analysis	IS 2386- Part-I-2016	As per concrete design
Deleterious materials	IS 2386- Part-II- 2016	less than 5%
Specific gravity	IS 2386- Part-III-2016	2.5 to 3.0 g/cm ³
Absorption value	IS 2386- Part-III-2016	Less than 5% by weight
Aggregate crushing value	IS2386- Part-IV-2016	For wearing surface, less than 30%; for concrete other than wearing surface less than 45%
Impact value	IS 2386- Part-IV-2016	As above
Abrasion value	IS 2386- Part-IV- 2016	For wearing surface, less than 30%; for concrete other than wearing surface less than 50%
Soundness (Sodium sulphate)	IS 2386- Part-V -2016	Less than 12%
Petrographic examination	IS 2386-Part-VIII-2016	Deleterious constituents plus silt shall not exceed 5%

- d) Grading -**The coarse aggregate as delivered to the mixer, shall be well graded as per IS specification. Maximum size of aggregate used for the work shall be 20mm or 40mm or as specified in items in the bill of quantities and it shall conform to IS:383-2016, clause 4.2 (Table-2). However, the exact gradation required producing a dense concrete of specified strength and the Engineer-in-charge shall decide desired workability as per laboratory test.



Coarse aggregate for use in concrete shall be well graded and shall conform to IS:383-2016 requirements as per table given below:

Grading Requirement of Coarse Aggregate

IS Sieve	% Passing by weight for graded aggregate of nominal size			
	40mm	20mm	16mm	12.5mm
63 mm	100	-	-	.
40 mm	95-100	100	-	-
20 mm	30-70	95 -100	100	.
16 mm	-	-	90-100	100
12.5 mm	-	-	-	90 - 100
10.0mm	10-35	25-55	30-70	40-85
4.75 mm	0-5	0-10	0-10	0-10

- e) **Storage-** Aggregate shall be stacked in such a way as to prevent the intrusion of any foreign materials such as soil, rubbish, vegetation etc. Heaps of fine and coarse aggregate shall be kept separate. When different sizes of fine and coarse aggregates are procured separately, they shall be stored in separate stockpiles, so that they do not get inter mixed. The aggregate shall be stock piled near to the mixer site/B&M plant so as to require minimum re-handling when conveyed to the mixer. The aggregate shall be placed on a dry hard patch of ground if available, otherwise a platform or plain galvanized iron sheets or alternatively a floor of dry bricks shall be prepared, or a floor of thin layer of lean concrete. To minimize moisture variations the stock piles shall be as large in area as possible but left low and fairly uniform in height preferably 1.25 to 1.5 m and the lowest layer of about 30 cm height shall be allowed to act as drainage layer and not be used till the end.
- g. **Stones-**Stones used for masonry shall be clean, hard, dense, durable, tough and sound and shall be free from decayed and weathered portions, veins flaws, cracks, soft seams, sharp corners and other defects. Stains on two out of six faces may however be allowed if such stains cannot be removed even after rubbing with hard wire brush. The rubble shall have, as far as possible, uniform colour and texture and shall be quarried from approved quarries. The size of rubble stones shall be such that 75% stones are not less 15 cm in size in any direction and weighing not less 23 kg. Rejected stones shall be removed from the site within 3 days failing which department will remove the same at the cost of the Contractor. All relevant IS codes, shall generally apply to the stone masonry work. Stones shall be tested for water absorption, specific gravity, soundness, and compressive strength. The physical properties of stone shall meet the following requirements:



Test	IS code	Acceptance Criteria
Water absorption (when immersed in water for 24 hours)	IS 1124: 2017	Shall be less than 5%
Specific gravity	IS 1122: 2017	Greater than 2.5
Soundness	IS 1126: 2013	Less than 10% (after 5

h. Water-The water used in concrete shall be clean and free from objectionable quantities of silt, salts, organic matter, alkali and other impurities. Normally potable water is considered satisfactory for mixing concrete. As a guide, the following concentration represents the maximum permissible values: -

- a) To neutralize 100 ml sample of water, using phenolphthalein as an indicator, it should not require more than 5 ml of 0.02 normal NaOH. The details of test are given in Section 8.1 of IS 3025 (Part-22).
- b) To neutralize 100 ml sample of water, using mixed indicator, it should not require more than 25 ml of 0.02 normal H₂SO₄. The details of test shall be as given in Section 8 of IS 3025 (Part-23).
- c) Permissible limits for solids shall be as given in the following table:
- d) Percentage of solids should not exceed the following:

Descriptions	Range	Test as per
Organic	200mg/litre	IS:3025(Part- 18)
Inorganic	3000mg/litre	IS:3025(Part- 18)
Sulphates	400mg/litre	IS:3025(Part- 24)
Chlorides (as Cl)	2000mg/litre for concrete not containing embedded steel,500 mg/litre for reinforced concrete work	IS:3025(Part- 32)
Suspended matter	2000mg/litre	IS:3025(Part- 17)

pH value of water shall be not less than 6.0 and be within the range 6.0 to 8.5. Water found satisfactory for mixing concrete is also suitable for curing the concrete. However, water used for

curing should not produce any objectionable stain or unsightly deposit on the concrete surface.

6.1.5 Mortar

- a. *Preparation of Mortar* -The cement mortar shall consist of cement and sand each complying with its respective specification and shall be mixed in specified proportions. The code of practice for preparation and use of mortar, IS 2250-1981, shall be followed. Mortar shall consist of Portland cement and sand in the specified proportion, by volume. Sand shall be natural sand and of grading as may be directed by the Engineer-in- charge. The mortar shall be mixed in suitable sized mixers. The quantity of sand and cement in each mix shall be determined by weight or by conversion, into volume on the basis of bulk density as per directions of the Engineer-in-charge after making due allowance for bulking of sand. Only such quantity of mortar shall be prepared at a time as could be completely used up in masonry within thirty minutes of mixing. Mortar that has remained longer, than this period or that has become stiff or set otherwise shall be wasted at the Contractors cost.
- b. *Mortar Mixing* - The mortar shall be mixed intimately in suitable mechanical mixers (of tilting type). The first batch of mortar at the commencement of work with any mix shall be made richer by mixing 10% more cement over and above that required for the particular mix. The mortar prepared in the mechanical mixer shall be mixed for at least 3 minutes after addition of water. Hand mixing of mortar shall not be allowed. Only in exceptional circumstances, such as mechanical breakdown of mixer, or when the quantity of work is very small, hand mixing may be permitted by the Engineer-in-charge for that restricted period and the restricted quantity. This shall be done on a smooth water tight platform large enough to allow efficient turning over of the ingredients before and after adding water. Mixing platform shall be so arranged that no foreign material gets mixed with water nor does the mixing water flow out. Dry sand and cement shall be mixed thoroughly by turning over to get a mixture of uniform colour. Enough water shall then be added gradually and mixing continued until mortar of required consistency of 90 to 100mm, as required in clause 9.1.1 of IS 2250-2015 is obtained. All ingredients shall be fed to the mixer simultaneously. The required quantity of water to achieve the required consistency shall be pre-determined by trial mixes, and portion of water from 5 to 10 percent shall precede and the like quantity shall follow the introduction of other materials. The remainder of



water quantity shall be added during mixing operation. The thoroughness of mixing and adequacy of the mixing time so as to give a uniform mortar shall be tested at the start of the job and at such intervals as may be considered necessary. The variation in air free unit weights (range between max. and min.) shall not be more than the limits given below for three samples, one each taken from the front, centre and back of the batch –

(i)	For one batch	36.6 kg/m ³
(ii)	Average for three batches	25.5 kg/m ³
(iii)	Average of 20 batches	19.1 kg/m ³
(iv)	Average of 90 batches	14.3 kg/m ³

- c. *Mortar Content* - As specified herein the mortar content in 1 m³ of the masonry is expected to vary between 0.37 to 0.43 m³, the average being assumed as 0.40 m³ per cubic meter of masonry, viz. 40%. The actual consumption of mortar shall be recorded from day to day as equivalent to the volume of the sand fraction of the mortar before the sand enters the mixer. The mix shall be as per proportions specified/approved by the Engineer-in-charge from time to time.
- d. *Mortar Consumption* - A variation up to $\pm 3\%$ may be allowed in actual consumption on reasonable grounds without any change in rates. A variation of more than 3% on the lower side will not be permitted and it will be considered as below specification of work. Variation of more than 3% on higher side will be at the risk and cost of Contractor
- e. *Record of consumption* - To keep a check on the quantity of mortar used, record shall be maintained of the cement consumed mortar turned out from the mixers and corresponding quantity of masonry laid.
- f. *Tests on Mortar* - Necessary tests to determine compressive strength of the mortar and for its consistency shall be carried out in accordance with IS 2250-2015 (Appendix-A). A minimum of 3 test specimens shall be made for each 120 m³ of each class of mortar. There shall be at least 3 test specimens of mortar for each day of masonry work even if only a few cubic meters of particular mortar is manufactured and used in a day.



Frequency of Testing of Compressive Strength

S. No	Material	Test	Frequency of test	Test designation (Indian standard)
1	Stone for Masonry	Compressive strength . Water absorption. Soundness.	One test in each working season of individual quarry.	IS: 1121-2017 IS: 1124-2017 IS: 1126-2017
2	Cement mortar cubes	Compressive strength after 28- day curing of mortar	Up to 120m ³ of masonry work per day = one sample per shift per mixer. For every additional 100 m ³ of masonry work per day = one sample per shift per mixer.	IS: 2250-2015

The strength of one sample shall be taken as average of at least 3 test specimens taken from single batch of mortar. The average strength of any 3 consecutive samples shall be equal to or greater than the specified strength. The overall co-efficient of variation for any 10 consecutive samples shall not be more than 15 percent. Not more than 10% of the specimens tested shall have a compressive strength less than 80% of the required and the average strength of all tests shall equal or exceed the required specified strength. The minimum compressive strengths for 1:5 and 1:4 cement mortar mixes shall be 50 kg/sq.cm and 75 kg/sq.cm, respectively.

6.1.6 Random Rubble Masonry

- a. *Dressing* - The stone shall be set in the work as received from the quarry, after merely knocking-off weak corners and edges with the mason's hammer and after clearing scales of foreign matter, coating if any on the stone. Cleaning and washing of stones as specified earlier shall, however, be done in each case.



- b. *Washing of Rubble* - All rubble to be used in masonry shall be thoroughly washed with good clean water. All stones shall be wetted and surface dry while being laid. There must be a good collection of stones, and spalls within easy reach of each mason to enable proper selection of stones to suit the individual locations while lying and these shall be kept continuously replenished.
- c. *Bond and Laying* - The stones shall be carefully laid so as to break joints as much as possible and shall be solidly bedded in mortar with close joints. No joint shall exceed 37 mm nor shall be less than 12 mm in thickness. Chips of stone and spalls shall be wedged into the work, wherever necessary to avoid thick beds or joints of mortar and to give maximum density. No dry work or hollow space shall be allowed. Every stone, whether large or small, shall be set flush in mortar, shaken and hammered down by a mallet to sink into it. The smaller stone used in the filling shall be carefully selected to fit snugly into the interstices between the larger ones. Additional mortar to be added to fill the intervening space shall be well worked by trowel and a light hand bar, 12.5 mm diameter, and 0.60 m long to ensure proper mixing and bonding with the bottom mortar. Disturbing the mortar during the process of setting shall be avoided. After the stone is laid, underpinning shall be avoided, as this tends to lift the stone and leave air pockets. Putting chips in the intervening space, between stones shall not be done before filling it with mortar and shaking it down to the full depth. Flat chips shall not be laid at top. They shall be driven on the ends vertically. The masonry surface shall be kept as rough as possible to secure good bond between successive layers.
- d. *Headers and Stretchers* - Vertical headers shall be inserted every 1.5 m to 2 m apart both along and across the masonry monolith. They shall run through the height of at least two courses. Their positions shall be staggered in the successive courses, so that any two courses shall be bonded with such vertical headers. Through stones shall be laid horizontally from the front face to the rear face every 1.5 to 2 m apart. The consecutive stones shall overlap each other at least 15 mm and shall be at least 60 mm long each. The overlaps shall be staggered as stated herein above, wire brush the masonry to clean between 24 and 36 hrs. after it is laid. In case of long stoppage of work, leave construction joints 2 m wide by 0.5 m deep to serve as cut-off.
- e. *Important Requirements* - No masonry works shall be allowed except in day light. Clean the old masonry surface prior to starting of new masonry work. Desired consistency of mortar shall be maintained. Do not place mortar which



bleeds excessively. Surface of masonry shall be as rough as possible to secure good bond between successive layers. Wire brush the masonry surface after the mortar has set finally i.e. after 8 hr. to 12 hr. to remove excessive mortar. Only such quantity of mortar shall be prepared at a time as could be completely used within 30 minutes.

- f. Curing - Adequate arrangements shall be made by the Contractor to protect the fresh masonry against rapid drying. Curing of the masonry shall commence after about 4 to 12 hours of construction (depending upon weather, atmospheric temperature etc.) and water shall be gently sprayed to avoid damage. All exposed surface of masonry shall be continuously kept moist for a minimum period of 28 days. All methods used for curing shall leave the surface free from any dislocation or damage. The surface should be cleaned of all the materials after completion of work. Should the masonry in any part deteriorate for want of curing, it shall be pulled down and rebuilt with fresh materials at the cost of the Contractor.
- g. General -Generally, the masonry shall consist of sound, tough, durable and as far as possible, fine or medium grained stone rubble of approved quality embedded in cement mortar. The mix proportion of mortar in the masonry shall be as required by design consideration the latter being subject to approval of the Engineer-in-charge from time to time with due allowance for the season of the year and the time of the day when the mortar is used and based on experiments and experience gained. The mortar proportion may be varied if desired by the Engineer-in-charge, which shall not be considered extra items. All stones shall be absolutely free from dirt and scale and well cleaned and washed before being laid. On no account shall masonry be allowed to present a dry surface during the curing period. At the end of the day's work the top shall be kept well flooded. The masonry shall be raised in courses and unless otherwise directed the next course shall not be laid earlier than 24 hours after the laying of the previous course. The joints shall be well filled with mortar and suitable spalls shall be wedged to avoid excessive use of mortar. The stones shall be pressed and tamped.

6.1.7 Plain and Reinforced Concrete

- a. Proportioning and Batching - Design mix concrete (controlled concrete) shall be used for concrete of grade M₁₅ and higher. Nominal mix concrete (as per table below) may be used for lean concrete mix (grade lower than M₁₀). In proportioning concrete, the quantity of both cement and aggregate shall be determined by mass. Water shall be either measured by volume in calibrated tanks or weighed. Concrete shall be manufactured in mechanical mixers either in



batching mixing lands or mechanical mixers of various capacities (14/10 or 10/7). The mix proportions shall be such as to ensure the workability of the fresh concrete and when concrete is hardened, it shall have the required strength, durability, and surface finish.

Grade of concrete	Total quantity of dry aggregates by mass per 50kg of cement to be taken as the sum of the individual masses of fine and coarse aggregates (kg.)	Proportion of fine aggregate to coarse aggregate (by mass)	Quantity of water per 50kg of cement, max. in litres
M ₅	800	Generally, 1:2 but subject to an upper limit of 1:1.5 and a lower limit of 1:2.5	60
M _{7.5}	625		45
M ₁₀	480		34

Notes:

- i. Graded aggregates shall be used.
 - ii. The cement content of the mix shall be proportionally increased if the quantity of water in a mix has to be increased to overcome the difficulties of placement and compaction, so that the water cement ratio as specified is not exceeded.)
- b. *Grades and Strength of Concrete-* The mix shall be designed to produce the grade of concrete having the required workability and characteristic strength not less than appropriate values given in the table overleaf. The concrete mix shall be designed for the 'target mean strength'. The target mean strength of concrete mix should be equal to characteristic strength plus 1.65 times the standard deviation:
- Target Mean Strength = Characteristic strength (28-day compressive strength) + 1.65 x Standard deviation

Grade and Compressive Strength of Concrete

Grade designation of concrete	Specified characteristic compressive strength of 150 mm cube at 28 days in N/mm ²
M ₁₀	10
M ₁₅	15
M ₂₀	20
M ₂₅	25



Where sufficient test result for a particular grade of concrete are not available, the value of standard actual standard deviation given below shall be assumed for design mix of concrete in the first instance .as soon as the result of sample are available, actual standard shall be used and the mix designed accordingly.

Assumed standard deviation (as per IS 456-2000)

Grade of concrete	Assumed standard deviation
M ₁₀	3.5
M ₁₅	3.5
M ₂₀	4
M ₂₅	4

- c. *Water/Cement Ratio (W/C)*-An appropriate water/cement ratio is one of the key elements for a durable and sound concrete of adequate strength. Accordingly, the water/cement ratio shall be maintained at the correct value. The water contents in both fine and coarse aggregate shall be determined regularly. The amount of added water shall be adjusted to compensate for any observed variation in moisture content. The amount of surface water may be estimated from the following table in the absence of exact data:

Surface water carried by aggregate

Aggregate	Approx. Quantity of surface water	
	% by mass	Liter/m ³
Very wet sand	7.5	120
Moderate wet sand	5	80
Moist sand	2.5	40
Moist sand /crushed rock	1.25 to 2.5	20 to 40

- d. *Workability of Concrete* -The concrete mix proportions chosen shall be such that the concrete is of adequate workability for the placing conditions of the concrete and can be properly compacted. Following ranges of workability and slump of concrete, measured in accordance with IS 1199, shall be broadly adopted.
- e. *Mixing* - Concrete ingredients shall be mixed thoroughly in the mechanical mixer and the mixing shall be continued until there is a uniform distribution of the ingredients and the mass is uniform in colour and consistency. Minimum mixing



time shall be 2 minutes or as determined by the Engineer-in-charge. The accuracy of the measuring equipment shall be within ± 2 percent of the quantity of cement being measured and within ± 3 percent of the quantity of aggregate and water being measured

- f. *Transporting* – Concrete Shall be transported from the mixer to the form work or site of placement as quickly as possible by methods, which shall prevent the segregation and maintain the requisite workability. Transportation of concrete in ordinary open tippers or trucks shall not be allowed as it causes segregation. Transit concrete mixers can be caused for transportation. Self-Loading, batching, Mixing and transporting mixers can also be used for transporting concrete.
- g. *Placing* – The Concrete shall be Placed and compacted with vibrators (immersion/needle) before setting of the concrete commences and shall not be subsequently disturbed. Methods of placing shall be such as to avoid segregation. Strict and meticulous care shall be taken to avoid displacement of Reinforcement or movement of form work. Concrete shall be fully worked around reinforcement and in the corners of form work. Over vibration resulting into bleeding of concrete shall be strictly avoided. Spare vibrators shall be kept by the Contractor as stand by.

Temperature of concrete, as placed, shall preferably be restricted to about 32°C (90°F).
- h. *Curing* – Curing shall commence as soon as possible after concrete is placed and initial set has occurred but before it has hardened. Curing with water shall be continued for at least 14 days. Exposed Surfaces of Concrete shall be kept continuously in a damp/wet condition by ponding or by covering with a layer of sacking, Canvas, Hessian, or Similar materials and kept continuously wet for 14 days.
- i. *Sampling of Concrete* – A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested, viz. the sampling should be spread over the entire period of concreting and cover all mixing units (Concrete production Units).
- j. *Frequency of Sampling* – The Minimum frequency of sampling of concrete of each grade shall be accordance with the following:



Concrete Quantities and Sampling

Quantity of Concrete in the work, m ³	No. of Sample
1-5	1
6-15	2
16-30	3
31-50	4
51 and Above	4 plus and additional Sample for each additional 50m ³ or part there-of.

- k. *Test Specimen* - Three test specimens shall be made for each sample for testing at 28 days. Additional specimens may be taken to determine the strength of concrete at 7 days. Test results of the sample shall be the average of the strength of 3 specimens. The individual variation should not be more than $\pm 15\%$ of the average strength of 3 specimens. If more, the test results of the sample are considered invalid.
- l. *Acceptance criteria of compressive strength*- The concrete shall be deemed to comply with the strength requirement when both the Characteristic Compressive Strength Compliance Requirement conditions are met, as per IS 456-2016.

6.1.8 Form Work for Concrete Structures

- a. *General* - Forms shall be used, wherever necessary, to confine the concrete and to shape it to the required lines. Normally, all exposed concrete surfaces having a slope steeper than 2 horizontals to 1 vertical shall be formed. The condition of forms influences not only the appearance of the structure but also the quality. Use of good form material and proper form construction and maintenance is very important in field control. The use of steel form work enhances the appearance of placed concrete. It should be recognized that it is not particularly economical to use poor quality form. Too often any savings from use or injudicious re-use of poor timber form are negated by manual labour in repairs and final dressing of the structure to an acceptable appearance.
- b. *Tolerances*- The form work shall be designed and constructed to the shapes, lines, and dimensions shown on the Drawings within the following tolerances:

A. Linear Outline.

- (a) In any 6m Length 12mm
(b) In any 12m Length $\pm 18\text{mm}$

B. Plumb, specified batter, or from the curved surfaces of all structures including the lines and surfaces of columns, walls, piers, buttresses etc.

- in 3m of height $\pm 12\text{mm}$
in 6m of height $\pm 18\text{mm}$
in 12m of height or greater $\pm 30\text{mm}$



C. Deviations from specified dimensions of cross-section of columns and beams + 12 mm, - 6 mm

D. Deviation from dimensions of footing

(a) Dimensions of plan +50 mm, - 12 mm

(b) Eccentricity -0.02 times the width of the footing in the direction of deviation but not more than 50mm

(c) Thickness ± 0.05 times specified thickness

Note: These tolerances apply to concrete dimensions only, and specified thickness not to the positioning of vertical reinforcement steel.

- c. *Workmanship and Cleanliness* - The formwork shall be of well seasonal timber, steel, or such suitable material or combination of such materials. Where timber forms are used, these shall, preferably, be lined with M.S. sheet, which offers a smooth faced non-absorbent material. Supports may be of timber or steel. Suitable wedges in pairs be provided to facilitate adjustment and subsequent releasing of forms. The Contractor shall furnish the details of his proposed formwork to the Engineer-in-charge for his approval before erection there-of. All rubbish, particularly chippings, shavings, saw dust and grout etc. should be removed from the interior of forms before these are erected. Cleanliness of forms shall be again checked after the forms are in place and before the concrete is placed. The face of the formwork, which is to be in contact with the concrete shall be cleaned and treated with suitable form oil or release agent. The form oil shall be applied so as to provide a thin uniform coating to the forms without coating the reinforcement.
- d. *Strength of Formwork*- Forms shall have sufficient strength to withstand all pressure resulting from concrete placement and vibration without deflection from the prescribed lines during and after the placement of concrete and shall be maintained rigidly in position. Where form vibrators are to be used, it shall be ensured that the formwork is adequately rigid to effectively transmit energy from the form vibrators to the concrete without damaging or altering the positions of forms. The forms shall be made sufficiently rigid by use of ties and bracings to prevent any displacement or sagging. Suitable struts or stiffeners shall be used wherever considered necessary. The forms shall be made mortar tight. Fully adequate rigidity of forms is of paramount importance since the tolerance limits specified are for finished concrete and not for the forms. Use of internal vibrators requires that the forms be tight and strong.
- e. *Surface Finish* - The surface of formwork shall be made such as to produce surface finishes as specified and the joints shall be tight enough to prevent loss of liquid/slurry/mortar from concrete. Joints between the form work and the previous lift shall be grant tight.
- f. *Re-use of Forms* -The forms required to be used more than once shall be maintained in a good condition and shall be thoroughly cleaned and repaired (if required) before reuse. Where metal sheets are used for lining the forms, the sheets shall be placed and maintained in the forms without lumps or



other imperfections. All forms shall be checked for proper shape, cleanliness, and strength before re-use.

6.1.9 Plastering with Cement Mortar

- a. *Raking* - All joints in the masonry shall be raked out at least 15 mm deep and shall be full washed and cleaned with fresh water and thoroughly wetted for six hours before plastering is commenced.
- b. *Laying* -The plaster shall be then laid with somewhat more than the required thickness and levelled with flat wooden rule. The finished thickness shall be sufficient to cover all the projections in the stone masonry. The plaster shall be well pressed into the joints and the surface rubbed smooth after floating it with a thick coat of pure Portland/cement. The plaster should be done in two courses. The mortar shall be stiff enough to cling and hold when laid. To ensure even thickness and true surface, plaster shall be applied in patches of 150 mm x 150 mm, of required thickness at not more than 2 m intervals horizontally/vertically over the entire surface to serve as guides. The mortar shall then be applied to the surface to be plastered between these guides with a trowel.
- c. *Set Mortar* - If the mortar has become set or hardened before being used, it shall be rejected and removed from the work spot by the Contractor at his cost.
- d. *Curing* -The plaster shall be kept constantly water cured for three weeks. To avoid the possibility of cracking of the plaster, the Contractor, shall in all cases obtain instructions regarding the size of the strips or squares to be laid in one operation and complete adjoining strips on different days. Should the mortar crack or perish through neglect of watering or for any other fault of the Contractor, the work shall be removed and redone at the Contractor's expenses or should the Contractor fail to water-cure the work to the satisfaction of the Engineer-in-charge, the latter may deploy the requisite men to water-cure the work properly and charge the cost to the Contractor.
- e. *Grading of Sand for Plaster* - Grading of sand for plastering shall generally conform to the following, as per IS 1542-1977.



IS Sieve size	% Passing by Weight
10mm	100
4.75mm	95-100
2.36mm	95-100
1.18mm	95-100
600micron	80-100
300micron	20-65
150micron	0-15

6.1.10 Pointing

- a. Raking Joints -The joints in masonry to be pointed shall be raked square for a minimum depth of not less than the width of joint when the mortar is firm but not set.
- b. Clearing Joints - Before pointing the joints shall be thoroughly cleaned of any dirt of loosely adhering cement or mortar and washed out properly and thoroughly wetted.
- c. Filling Joints - The joints shall then be filled with cement mortar 1:3 unless otherwise specified. Mortar will be thoroughly rammed and caulked into the joints. The pointing mix shall be neither too dry nor too wet. The mortar shall have just enough water so that it will stick together on being moulded into a ball by a slight pressure of the hands but will not free water when so pressed and will leave the hands damp. Pointing shall be carried out as rapidly as possible and not touched again after the mortar has once begun to set.
- d. Flush Pointing - The joints shall be filled with cement mortar, which shall be thoroughly rammed caulked into the joints. No lines shall be pressed on the joints but the joints shall instead be nearly rubbed smooth as soon as the mortar has begun to set. The extra mortar on the edge shall be carefully scraped off to give a neat appearance. Pointing shall be carried out as rapidly as possible and not touched again after the mortar has once begun to set
- e. Final Finish to Joints- The joints shall be neat defined, regular and of a uniform width. The joints shall be raised over the surface of the masonry. In coursed masonry, the joints shall be truly horizontal and vertical. The work pointed should be kept wet for 21 days after pointing is completed.

6.1.11 Earth Work for Embankment-

- a. *Operation of Borrow Areas* - All areas required for borrowing earth for embankment shall be cleared off all trees and stumps, roots, bush, rubbish



and other objectionable material. Particular care shall be taken to exclude all organic matter from the materials to be placed in the dam embankment. All cleared organic materials shall be completely burnt to ashes or disposed of as directed. The cleared areas shall be maintained free of vegetable growth during the progress of the work.

- b. *Stripping of Borrow Areas*- Borrow areas shall be stripped of top soil, sod and any other matter which is unsuitable for the purpose for which the material of the borrow area is to be excavated. Stripping operations shall be limited only to designated borrow areas. Materials from stripping shall be disposed of in exhausted borrow areas or in the approved adjacent areas, as directed.
- c. *Watering of Borrow Areas* - The placement moisture content for proper compaction of earthwork should be as near as practicable to the optimum moisture content as decided by laboratory tests. However, depending upon the site condition, the nature of earth of the borrow area and the season of the year, the moisture content of the earth of the borrow area will vary over a wide range. Thus, it will be necessary to add water to bring the moisture content of the earth of the borrow area to as near an OMC as practicable. In irrigation projects, watering in borrow areas may be done where watering at the place of fill does not yield required results. Wherever practicable and especially during dry months, the periodical watering of the borrow area by a tankers and mobile units shall be done to the extent possible as decided by Engineer-in-charge.
- d. *Dam Embankment* - The embankment shall be constructed (exclusive of pitching and backing of chips of filter below pitching) generally to the lines and grades but increased by such heights and widths determined as necessary to allow for settlement or shrinkage as specified. Also, in order that proper compaction can be done up to the edges of the designed section duly increased for settlement and shrinkage as stipulated above, the section will be dressed by trimming the slopes to proper section so that the surface on the slopes is also as firm and compact as the top of embankment. The earth thus trimmed may be used in the embankment fill. Any material that is lost by rain, weathering or any other cause shall be replaced.
- e. *Zoning* - Placement of fill in different zones shall be performed in an orderly sequence and in efficient and workman like manner, so as to produce within each zone fills having such qualities of density, strength and permeability as will ensure the highest practicable degree of stability and performance of the



whole dam embankment. No bushes, roots, shrub or other perishable or unsuitable materials shall be placed in the embankment. The suitability of each part of the foundation for placing embankment materials thereon, and for all materials thereon and for all materials for use in embankment construction will be determined by the field laboratory

- f. *Level Difference*- The difference in elevations at any earth fill works of the dam embankment at any cross-section above the embankment foundation shall not exceed 0.6 m unless specifically authorized by the Engineer-in-charge. The embankment for each zone shall be maintained in continuous and approximately horizontal layers in the reaches programmed for construction. Where, however, due to some constraints the dam or its strengthening has been constructed in discontinuous portions or reaches, the slopes of the bonding surface parallel to the dam axis between the previously completed portions of the dam embankment and the materials to be placed in each zone shall not be steeper than 3 to 1.
- g. *Placing of Earth fill*- The fill shall be free from lenses, pockets, streaks or layers of materials differing substantially in texture or gradation from the surrounding materials. The combined excavation and placing operations shall be such that the materials when compacted in the earth fill will be blended sufficiently to produce the best practicable degree of compaction and stability. Successive loads of materials shall be dumped on the earth fill so as to produce the best practicable distribution of the material. The various zones shall be clearly delineated on the embankment and the materials from the borrow areas placed accordingly.
- h. *No Stones or rock fragments* - No stone, cobbles or rock fragments having maximum dimensions of more than 10 mm shall be placed in the earth fill (casing only). Such stones and cobbles shall be removed either at the borrow pit or after being transported to the embankment but before the materials in the earth fill are rolled and compacted. Such stone and cobbles shall be used in the rip-rap or rock toe of the dam embankment, if suitable, or wasted as directed.
- i. *Layer Thickness* - The materials shall be placed in the earth fill in continuous horizontal layers not more than 20 to 23 mm loose and 15 mm in thickness after being rolled for sheep-foot roller or vibratory power roller. The thickness of layers shall be determined in the field by test sections. The layers shall be spread in uniform width and in stage to facilitate compaction by rollers.



- j. *Wetness* - During construction, a small transverse slope from the centre towards the edges should be given to avoid pools of water. If in the opinion of the Engineer-in-charge the surface of the prepared foundation or the rolled surface of any layer of earth fill is too dry or smooth to bond properly with the layer of materials to be placed thereon, it shall be moistened or worked with harrow, scarifier or other suitable equipment in an approved manner to a sufficient depth to provide a satisfactory bonding surface, before the next succeeding layer of earth fill material is placed. If the rolled surface of any earth fill is found to be too wet for proper compaction of the layer of earth fill material to be placed thereon, it shall be raked up and allowed to dry, or be worked with harrow, scarifier or any other suitable equipment to reduce the moisture content to the required amount and then it shall be compacted before the next succeeding layer of earth fill material is placed.
- k. *Junction with Hard Surfaces* - Any rock, concrete or masonry surfaces, against placing of the earth fill. Clay leaping of plastic consistency shall be adopted to ensure proper bond between the earth fill and the hard surface. The foundation adjacent to the concrete structures shall be thoroughly cleared of loose materials and moistened. In placing the earth fill on rock foundation, the foundation shall first be prepared as detailed regarding concrete surfaces. Care shall be taken in placing the first layer of the fill that no damage is caused to any structure by the hauling machinery, which will get concealed by the spread layer of the fill. The soil for the first layer shall have moisture content sufficient to enable satisfactory bonding of the fill.
- l. *Frequency of testing*-Frequency of testing shall be as follows-

Tests and Their Frequencies for Embankments Construction

Sl. NO.	Test	Frequency of test	Purpose
1	Field density and moisture content	Three tests, one at or near the center and two at or near each edge, per 30-meter length of embankment in each layer till the width of embankment is more than 10 meters. For embankment width up to or less than 10m. One test per 30-meter length of embankment in each layer.	To determine the placement density and moisture content



2	Standard proctor test	One test per day for individual borrow area	To determine MDD (maximum dry density) and OMC (optimum moisture content) of the soil and compare the results with laboratory value
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m. *Records of Field Test Data*- Records of field test data results shall be presented in the form of statistical analysis sheets and summary sheets in order to provide control required for enforcement of statistical requirements of the Specifications. The test data summary sheets and inspection reports to be used to form the basis of the construction control report have to be issued from the Site at fortnightly intervals during the construction season. The report shall contain narrative accounts of the progress, statistical analyses of test data and photographs of the fill operations.

6.1.12 Toe Drain and Filter

Pitched toe drains with filter shall be constructed throughout the length of the dam at the downstream toe of earth dams. The layer of horizontal filter under the casing portion of dam shall be extended into the toe drain to specified thickness. The filter shall be watered and tamped with hand tampers. The filter material shall consist of clean, sound and well graded aggregate. The material shall be free from debris, wood, vegetable matter, decomposed rock and other deleterious matter. The gradation of each filter layer shall meet the following requirements with respect to the material to be protected and also with respect to the adjacent filter layers: -

$$\frac{D_{15} \text{ Of the filter}}{D_{15} \text{ Of the base material}}$$

Provided the filter does not contain more than 5% of material finer than 0.075mm (No.200 sieve).

$$\frac{D_{15} \text{ Of the filter}}{D_{85} \text{ Of the base material}} \leq 5$$

$$\frac{D_{15} \text{ Of the filter}}{D_{50} \text{ Of the base material}} \leq 2$$



The grain size curve of the filter shall be roughly parallel to that of the base material. In the above, D-15 is the size at which 15 % of total soil particles is smaller, the percentage being by weight as determined by mechanical analysis. The D-85 size is that at which 85 % of the total soil particles are smaller. The filter shall be laid in a single layer or in layers as per the Drawings. If more than one filter layer is required, the same criteria shall be allowed. The finer filter is considered as the base material for selection of the gradation of the coarser filter. In order to prevent segregation and bridging of large particles (the maximum) particle size shall not exceed 75 mm. The requirement for grading of the filter shall be established by the field laboratory on the basis of mechanical analysis of the adjacent materials.

The materials brought to the site shall be subjected to the aforesaid tests in the laboratories at the project site. The results shall be final and binding and all material not conforming to the requirements so determined shall not be permitted for use on the works.

The following gradation is tentatively suggested but is subject to modifications after further laboratory tests: -

For filter material in contact with foundation or earth fill material	Well-graded coarse sand gravel passing 12 mm screen.
For middle layer of filter blanket and for layers in contact with rock fill:	Coarse gravel passing 75mm screen and retained on 12mm screen

6.1.13 Boulder Toe

The rock fill portion of the embankment including the rock toe etc. shall consist of suitable free draining mixture of rock fragments, boulders and cobbles from the required excavation, borrow pits or quarries as the case may be. The material shall be fairly well graded consisting principally of rock fragments ranging from 10 kg to 60 kg but with sufficient fine materials, such as rock cobbles and coarse gravels to fill the voids among the larger particles. The materials shall be so selected and hand packed that the large fragments shall be placed near the outer slopes and fine material adjacent to the inside slopes of the rock fill zone. The fill shall be dense and well graded with no large voids or cavities and the surface of the outer slope shall be fairly uniform having the prescribed slope in down-stream side.



6.1.14 Main BIS Codes to be Adopted

The list of BIS Codes given below contains the codes useful for design, construction and quality assurance. This list should not be treated as complete, as only representative codes have been listed. The latest revision of these Codes shall be referred for the purpose. Any other BIS Code, which is relevant and useful, shall have to be followed for this contract.

8112:2013	Specification For 43 Grade Ordinary Portland
2386:2016	Methods of test for Aggregates for Concrete
1498:2016	Classification and identification of soil for general engineering purpose
3764:2017	Safety Code for Excavation Work
4081:2013	Safety Code for Blasting
4138:2017	Safety Code for Working in Compressed Air
5878 :2013 PartI	Precision Survey and Setting Out
7293:2017	Safety Code for Working with Construction Machinery
7894:2013	Code of Practice for Stability Analysis of Earthen Dams
8237:2017	Code of Practice for Protection of Slopes for Reservoir Embankments
8826:2013	Guidelines for Large Earth and Rock fill Dams
9429:2013	Code of Practise for Drainage System of Earth and Rock fill Dams
9759:2013	Guidelines for Dewatering During Construction
10108:2015	Code of Practise for Sampling of Soils
10379:2015	Code of Practise for Field Control of Moisture and Compaction of Soils for Embankment &Sub-Grades
14690:2015	Quality Control During Construction of Earth and Rock fill Dams

In addition to the above, references from the manuals and publications of United States Bureau of Reclamation (USBR) and United States Environmental Protection Agency (USEPA) for design purposes will be acceptable to the Owner.



6.2 QUALITY ASSURANCE

- 6.2.1** Adequate measures shall be taken to ensure, implement, and maintain good and acceptable quality construction.
- 6.2.2** At least one person from the contractor shall be deputed in each shift to carry out all the tests pertaining to quality of material and civil works.
- 6.2.3** Specifications given in this document are to be followed and if any change is desired, the proposal shall have been submitted in advance for approval of RSMML which shall also include methodology for executing the work.
- 6.2.4** Vibratory compactors shall be used for compacting the earthwork for embankment. Density achieved in each layer shall be determined and a record there-of shall be maintained. The acceptable density shall be at least 95% of M.D.D.
- 6.2.5** Quality Assurance Programme (QAP) shall be drafted and submitted for approval of RSMML before commencement of work. Approved QAP shall be applicable to the Contractor and their consultants & sub- contractors.
- 6.2.6** It shall be responsibility of the quality control section of the Contractor to enforce implementation of QAP, get all the required testing done at Contractor's cost, maintain all records and submit a copy of all the records to Consultant/ RSMML.
- 6.2.7** RSMML as well as their representatives or associates (consultant and quality control team) shall have full access to all the records, testing of material and other aspects of quality. The Contractor shall incorporate and implement their suggestion and advices in its working to improve and maintain good quality throughout the construction. All quality tests, except daily routine tests at site, shall be got done at a Testing Laboratory which is having accreditation from National Accreditation Board for Testing & Calibration Laboratories, (NABL,) Department of Science and Technology, (DST), Government of India, New Delhi.
- 6.2.8** RSMML may depute its representative or any third-party inspection agency to witness the quality tests at its discretion.
- 6.2.9** All costs for taking samples, transportation and testing etc. shall be borne by the contractor.
- 6.2.10** All material of construction brought shall conform to relevant IS codes as the minimum requirement. Wherever Is codes are not available better specification and/or good engineering practices shall be adopted. Material of construction brought at site shall be subjected to test as applicable to each of the material. The tests shall be got conducted at mutually agreed laboratories and contractor shall bear cost of all such tests (destructive and/or non-destructive tests). Acceptance criteria for the work executed shall be as specified in relevant IS codes. Should there be any discrepancy or dispute decision of Engineer-In-Charge shall be final and binding.



SECTION - 7 SAFETY AND ENVIRONMENT

7.1 SAFETY MEASURES

7.1.1 Introduction

Safety of personnel and property is of prime importance to the management of RSMML. In order to achieve this objective, rules and procedures have been established to prevent accidents that may result in injury/harm to persons or damage to property. The rules and procedures summarized below will assist the contractors in protecting their own employees and property as well as to the company's employees and property. This is a part of 'Contractor Safety Management System' of RSMML and forms part of every tender document

7.1.2 Requirements

The contractor shall comply with the whole RSMML Safety Regulations in addition to guidelines issued from time to time. A summary of important accident prevention rules and safety procedures, which apply to contractors working for RSMML are given in this document. All regulations cannot be included in this summary and at times it will be necessary to refer to the other safe work practices.

7.1.3 Contractor's Responsibility

These Safety Regulations are treated as an integral part of the contract document and the contractor shall be held responsible for his and his sub-contractor's employees concerning familiarization, strict adherence to these regulations and any additional safety requirements.

7.1.4 Violation Leads to Penalties

Any violation of the safety regulations by the contractor may lead to penalties or cancellation of the contract, if corrective measures are not taken immediately after having been informed of the same by the Company.

7.1.5 Main Points pertaining to Safety

- a. The Contractor's employees and labour, engaged in the performance of the Work, shall adhere to safe work practice and guard against hazardous or unsafe working conditions and shall comply with the RSMML Safety Regulations. The safety regulations specified herein are in addition to and not in substitution of the applicable provisions of the Mines act, 1952 and the regulation, 1962, rules 1955 made there under, the Contract Labour Act 1970, The Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and other applicable statutory provisions, which in all cases shall apply.



- b. It shall be the responsibility of the Contractor to keep those engaged in the Work duly and promptly informed of any patent and latent dangers at the work sites. The Contractor shall undertake safety talks with his staff and labourers each day before the commencement of the work and outline dangers on site.
- c. The contractors shall conduct the Safety Committee meeting once in a week and the MOM of the same has to be submitted to the RSMML's Safety Engineering Department. At the same time RSMML's Safety Engineering Department shall also call for a meeting, in which the Site In-charge and Safety Engineer/ Officer should attend compulsorily.
- d. The Contractors shall not employ minors (persons below the age of 18 years). Also, the women workers shall not be engaged in hazardous areas.
- e. The contractor shall display sign boards, posters on safe work practice, instructions, and warnings at prominent locations.
- f. Photography is prohibited in all RSMML controlled areas unless authorized.
- g. Smoking is strictly prohibited inside the plant premises.

7.1.6 Orientation Meeting

Prior to commencement of the work, key personnel of the contractor and his sub-contractors shall attend an orientation meeting with the representatives from RSMML Safety Engineering Department to discuss matters related to safety aspects of the job and all the workmen engaged by the contractor/sub-contractor have to undergo the prescribed Safety training.

7.1.7 Written Safety Program

Contractors must have a written safety program. A written safety program should include the following items:

- a. Safety Policy Statement
- b. Safety Goals & Objectives
- c. Hazard Identification & Control
- d. Safety Training and Toolbox talks
- e. First Aid Facilities & Training
- f. Work Permit System
- g. Personal Protective Equipment
- h. Accident Reporting & Investigation
- i. Emergency Action Plan
- j. Fire Protection
- k. Traffic / Road Safety



- l. Lifting of Heavy Equipment etc.
- m. Manual Handling
- n. Working at height
- o. Working in confined space

7.1.8 Site Safety Organization and Responsibilities

- a. Contractor shall post qualified and experienced Safety Engineers/Officers Supervisors in every shift, to exclusively oversee and ensure compliance with all applicable safety rules. RSMML reserves the right to recognize the Safety Engineers/Officers based on qualification and experience, before /after posting at RSMML SITE
- b. The person responsible for safety should be among the top in the organogram and should have authority over other activities as site in-charge. Safety Engineer/Supervisor shall be full time working for safety activities. Depending upon the nature and size of the job, minimum strength of the safety personnel shall be as follows:

Contractor's Employee Strength (including sub-contractor)	Safety Staff Required
No. of workers: 100 to 300	One (1) Safety Engineer/ Supervisor (each shift)
No. of workers: 300- 600	One (1) Safety Engineer+ one (1) Safety Supervisor Each shift
No. of workers: > 600	One (1) Safety Engineer+ Two (2) Safety Supervisors+ additional Safety Supervisors @ one per 300 workers

No. of employees mentioned above represent the maximum number of employees estimated to be engaged at the site on any day by the Contractor and their sub-contractor(s). Contractor shall provide additional Safety Personnel as directed by RSMML depending upon need.

7.1.9 Work Site Facilities (Health and Sanitation Provisions)

- a. Facilities for praying, eating food, drinking water, smoking, washing, changing, first aid, and toilets shall be provided and maintained. Sleeping and eating food at the work site is strictly prohibited. No person shall sleep whilst on duty. Food shall be taken only at designated place.
- b. Assigned area and layout of facilities shall have written approval from RSMML Authority.



- c. The Company shall have the right to inspect the facility at any time, even after working hours in case it is required for safety reasons.
- d. Provision for shelter, canteen, drinking water, Latrine, & urinals, First aid. (Latrine and Urinal for every 50 persons, one Urinal for male and one for female separate with display boards.)

7.1.10 First Aid

Contractor shall take responsibilities to provide First Aid supplies, equipment and facilities, and suitably trained First Aiders, as required under the act, for his employees and those of his sub-contractors.

7.1.11 Work Permit System

- a. Contractor shall develop & follow, the following work permits system
 - i. Work at height,
 - ii. Hot work,
 - iii. Confined area work permit Excavation, Shutdown permit etc., as may be directed by RSMML's Safety Engineering Department from time to time.
- b. Safety measures as required for safe execution of a job shall be ensured by contractor.
- c. All work shall immediately stop when a fire or emergency alarm is sounded or accident of any kind occurs. The Work Permit shall be revalidated to resume the work after the fire or emergency is over.
- d. RSMML Safety Engineer is authorized to suspend work and withdraw the Work Permit, if the Permit conditions or safety regulations are violated and/or if the conditions around work site have changed which may lead to an imminently hazardous situation. If work is not started or is stopped due to safety reasons after a Work Permit has been issued, the work shall only be started or resumed after establishing safe conditions and renewal of the Fresh Work Permit.

7.1.12 Personal Protective Equipment (PPE)

- a. DGMS approved Safety helmets and Safety Shoes must be worn at all times when works are being carried out.
- b. Contractor shall provide his employees with other mandatory personal protective equipment as per job requirements.
- c. Personal protective and safety equipment shall conform to relevant Indian or International Standards.
- d. The Contractor shall ensure ready availability at the respective work site of necessary personal protective equipment for use by persons employed and such



equipment shall be maintained in a condition suitable for immediate use. The Contractor shall ensure proper use of such equipment by those concerned.

- e. Those engaged in welding and cutting works, shall be provided with protective face and eye-shields, hand gloves, apron etc.
- f. All the gas pipelines shall be of IS standard and colour codes for different lines to be followed
- g. Flash back arrestor shall be provided with all Gas cutting sets.
- h. Transporting of gas cylinders shall be carried out on trolley or suitable safe means.
- i. Safety Belt, fall arrestors, and Life Line shall always be available and used while working at height. Safety nylon nets to be erected for fall arresting purpose wherever working more than 3m height.
- j. When workers are required to work in sewers and manholes, the Contractor shall ensure the adequate Oxygen availability inside.

7.1.13 Accident Reporting & Investigation Procedure

- a. All cases of serious accident/Lost Time Accident, First Aid personal injury or Near Miss Incidents, sustained by the Contractor's personnel/Work area promptly in writing to the RSMML's Safety Engineering Department within 24 hours.
- b. All incidents having the potential of personal injury/property damage or having resulted in damage to plant and equipment shall immediately be reported to RSMML safety department.
- c. The Contractor shall be solely responsible for any and all liability under the Workmen's Compensation Act, and other applicable laws with respect to all those engaged by the Contractor or any sub-contractor.
- d. Contractor should have his own accident investigation procedure in addition to his responsibilities as per RSMML Accident Reporting/Investigation Procedure.
- e. Accident report book shall be filled by the contractor in case of any injury at the work place. It shall be reported immediately to RSMML authority.
- f. Near misses or incidents that do not result in personal injury or property damage shall also be investigated. Contractors shall keep a record of all such incidents for analysis
- g. In case of serious bodily injury, the matter to be reported to "Manager" immediately and the workplace shall not be disturbed for more than 72 hours unless it is required for safe removal of persons injured.

7.1.14 Fire Fighting Facilities

- a. The contractor shall ensure that all the time first aid and firefighting equipment are readily available within the work visibility.



- b. Work persons shall know the operations of the firefighting equipment.
- c. Under no circumstances, they shall misuse the firefighting equipment placed within the main plant premises.
- d. Contractor, directly or indirectly, for any purpose other than putting out any fire.
- e. Contractors are responsible for ensuring that all their employees are made aware of fire precautions and evacuation procedure in case of fire.

7.1.15 Fire or Other Emergency Situation & Evacuation

- a. In case of fire or any other emergency in contractors work area, he should suspend all work and ensure that his employees move out of the area and that none of his equipment is left running or blocking access to the area.
- b. Contractor's personnel shall abide by the applicable instructions as may be issued from time to time to handle any emergent situations, such as explosion, fire, major accident, etc., in areas other than contractor's work area. In the event of such emergencies, the Contractor's personnel shall stop their work and proceed to a safe designated place assembly point in the area of their work and inform the Engineer-in-Charge immediately. If needed, they shall be safely evacuated.
- c. Evacuation from the area due to emergency situation will be announced by operating evacuation siren. Contractor shall ensure that his personnel are familiar with the evacuation tone, evacuation procedure and test schedule of siren system.
- d. "Emergency Evacuation Route Plan" shall be displayed at prominent locations in buildings and evacuation signs are displayed at site.

7.1.16 Enforcement of Safety Regulations

- a. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or Safety Engineer of RSMML or their representatives.
- b. All contractors and their employees working with in the mine premises shall comply with the Mines act, 1952 and rules and regulations made there under.
- c. RSMML reserves the right to issue Safety Citation/Impose fine, whenever the Contractor found deviating from the any safety rules and regulations made there under.

7.1.17 Contractor's Monthly Safety Report

The report of contractor's monthly safety statistics containing man-hours worked, man hours lost due to accidents/incidents, occupational accidents, other incidents, training



and audits etc. shall be submitted to RSMML authority with in the 3rd day of every month.

7.1.18 Contractor Safety Guidelines

- a. Operation of Vehicles
 - i. Traffic rules shall be followed as per Mines act, 1952.
 - ii. Speed Limit within the plant/Project premises, as stipulated by RSMML shall be strictly adhered to. Unless otherwise specified the speed, limit shall be 20 KMS. per hour.
 - iii. Persons having valid driving license is only allowed to drive vehicles inside RSMML's premises. The type of vehicle being driven shall be in accordance with the driving license in possession. Only trained and authorized personnel shall operate Cranes, other lifting appliances and mobile equipment. Vehicle drivers should be subjected to optometric test, as per Acts.
 - iv. Vehicles shall be parked only in designated areas. No vehicle shall be parked opposite to fire hydrants or at the intersection of roads or within 10 meters of any road corner.
- b. No Contractor's material shall be spread or stacked on any of the roads.
- c. Vehicles such as tractors, cranes or forklifts shall not be used for transporting people.
- d. No person shall be allowed to take rest under a stationary vehicle.
- e. Any fireworks below any stationery vehicle are prohibited.

7.1.19 Hoisting/Lifting Equipment

- a. All Hoisting/Lifting tools and tackles including their attachments, anchorage and supports shall be as per relevant IS specifications, standards and tested/inspected periodically by the concerned competent authorities. Necessary records/certificates etc., in this regard shall be maintained as per statutory requirements. Copy these documents/certificates shall be submitted to RSMML Safety Engineering Department before taking them to use.
- b. These shall be of sound mechanical construction, robust materials, and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- c. Ropes used in Hoisting/Lifting or lowering materials or as a means of suspension shall be of durable quality, of adequate strength and free from any defects.
- d. Every crane driver or Hoisting/Lifting appliance operator shall be properly qualified and shall be authorized by competent authority.



- e. In case of every Hoisting/Lifting machine and of every chain ring hook, shackle swivel and pulley block used in Hoisting/Lifting or lowering or as means of suspension, the safe working load shall be ascertained by appropriate means. Every Hoisting/Lifting machine and all gear referred to above shall be prominently marked to show the safe working load. In case of a Hoisting/Lifting machine having a variable safe working load, each safe working load and the respective conditions under which it is applicable shall be clearly indicated.
- f. No part of any machine or any gear shall be loaded beyond the safe working load except for the purpose of testing.
- g. Hoisting/Lifting appliances should be provided with such means as will reduce to the minimum, any risk of accidental descent of the load. Adequate precautions shall be taken to avoid the risk of any part of a suspended load becoming accidentally displaced.

7.1.20 Fences

- a. Contractor shall erect and maintain fences to guard or protect
- b. Excavations, demolitions work
- c. Hoisting areas, lifting areas
- d. Areas adjudged hazardous by Contractor's or RSMML's inspectors
- e. RSMML's existing property liable to damage by Contractor's operations, in the opinion of the Engineer-in-charge

7.1.21 Demolition

- a. Immediately prior to the commencement of any demolition work and also during the process of demolition the following additional precautionary steps shall be observed.
- b. All roads and open areas adjacent to the particular site shall either be closed or suitably controlled.
- c. All underground/over-head power/telephone cables or water/sewerage lines in the vicinity of the particular site shall be either suitably diverted or made non-functional for the duration of the demolition activity.
- d. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.

7.1.22 Excavation and Trenching

- a. All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each span of 30 meters length.
- b. Ladder shall be extended from bottom of the trench to at least 100 cms. above the surface of the ground. The site of the trenches which are 152 cms. or more in



depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 152 cms. of the edge of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting be done.

- c. All blasting operations shall be carried out only after prior permission from RSMML's representatives. All precautions underlined in the respective Act and Rules shall be followed strictly.

7.1.23 Scaffolding

- a. All scaffolds shall be erected by competent and qualified personnel and shall be of adequate strength.
- b. Suitable scaffolding shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders.
- c. All scaffolding material used shall be as per relevant IS specifications and tested periodically as per statutory requirements.
- d. Scaffolding or staging more than 12 meters above the ground or floor, swing or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, braced and otherwise guarded at least 1 meter above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent from swaying from the building or structure.
- e. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 meters above ground level or floor level, they should be closely guarded, should have adequate width and should be suitably fastened as described in the above clause.
- f. Any opening in the floor of a building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable grills, fencing or railing having a minimum height of 1meter.
- g. Scaffolding must be inspected and certified fit by the Contractor's Safety Manager weekly or more frequently in the event of adverse weather. Such inspections shall be recorded.



7.1.24 Risky Places

When work is required to be performed in areas where H₂S/CO gas is likely to be present, the Contractor shall ensure on the total gas free atmosphere. Care must be exercised when work in a contaminated area up to the Threshold Limit Value (TLV) is undertaken, by wearing a Self-Contained Breathing Apparatus (SCBA). Such work should not be performed by a single worker and should always be done under close supervision of competent person.

7.1.25 Electrical Equipment

- a. The Contractor shall deploy a competent Electrical Engineer/Qualified Electrician and electrical supervisor for all electrical energy systems. All temporary power supply boards shall conform to Indian Electricity Acts, 1910 and Indian Electricity rules 1956 made there under.
- b. Motors, Gearing, Transmission, Electric winding and other dangerous parts of hoisting appliances should be provided with efficient safeguards.
- c. When persons are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, shall be provided.
- d. The work area shall always be kept accessible for switching off power supply in case of emergency. Before leaving the work place, the Contractor shall ensure power supply is switched off properly. For this purpose, a record shall be maintained of the last person leaving the concerned work site on all days of activity. Lock Out / Tag Out system should be used to ensure unauthorized handling.
- e. Earth continuity is essential and the Contractors shall be responsible for carrying out periodic checks on equipment and any temporary installation. Loose leads must be kept as short as possible and must be safely routed from socket to appliance.

7.1.26 Compressors and Gas Cylinders

- a. Contractors shall make adequate arrangements for the safe custody of their cylinders including the addition of a contractor nametag to all cylinders. Procurement, storage, transportation and use of gas cylinders as per the gas cylinder rules. Hydraulic test tag shall be placed on each cylinder neck
- b. Colour coding of all cylinders shall be followed. Caps shall be provided with every cylinder.
- c. All cylinders shall be secured and be so placed as not to cause obstruction. They should only be used overhead in exceptional circumstances and when authorized by the RSMML's representative. If cylinders have to be hoisted into position for



work overhead, they must be safely "slung" using the approved method or appliance. They MUST NOT be cradled.

- d. Cylinders shall not be stored or used near any source of heat. Contractors should ensure the safe condition of any equipment brought into the company for the purpose of applying heat for cutting or welding. Flash back arrestors MUST be fitted.
- e. LPG cylinders shall not be stored or used inside the plant premises.
- f. Cylinders shall be transported in an upright position in an approved manner. In no circumstances shall they be rolled along the floor.
- g. Oxygen must only be used for approved purpose. It must not be used for operating tools, sweetening the atmosphere of dusting down clothing. Contractors must be aware of the symptoms and hazards of oxygen enriched atmospheres, especially in enclosed spaces.

7.1.27 Maintenance

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work (covered under facility)

7.1.28 Handling and Storage of Hazardous Materials

The contractor shall ensure that the Material Safety Data Sheet (MSDS) is available with any hazardous material brought into RSMML premises by the contractor. Only competent & trained personnel equipped with proper PPE shall handle such material.

7.1.29 House Keeping

- a. Good housekeeping must be practiced by the Contractor's personnel at all times while within the RSMML's premises. During and after completion of work, they are to ensure that their work area is kept clean and tidy.
- b. Records of routine housekeeping inspection shall be maintained.
- c. Materials and equipment should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passages and approach to firefighting equipment such as fire hydrants, fire hoses, fire extinguishers or areas where emergency safety showers, electrical switch panels and switch rooms are located.

7.1.30 RSMML's Additional Safety Rules and Regulations

- a. RSMML/Consultant reserve their rights to proclaim additional safety rules and regulations from time to time during the course of Contractors project execution if the situation at Site so warrants.
- b. Contractor shall accept such additional safety rules and adhere to the same.



7.2 ENVIRONMENTAL GUIDELINES

- a. Contractor site in-charge shall be responsible for managing environmental affairs.
- b. The guidelines/suggestions/regulations imposed by the environment department tie to time to be strictly followed.
- c. Water sprinkling shall be done in case of dust creation.
- d. All contractor vehicles shall have a valid Pollution Under Check (PUC) certificate.
- e. The waste produced during the execution of the work to be segregated into biodegradable and non-biodegradable wastes and stored in the earmarked locations.
- f. The final disposal of the waste to be disposed after consultations and written permission from the environment department.
- g. There should not be any water/waste water discharge outside the company premises.
- h. Ear muffs/plugs shall be used by personnel working in noisy area.
- i. There shall not be any contamination of soil by discharge of oil, paint, wastewater and glass wool.
- j. There shall not be any harm to the natural habitats, flora and fauna.
- k. Housekeeping shall be maintained as per RSMML standards.
- l. Contractor should ensure that no wood shall be utilized for domestic cooking by labours.
- m. The compliance of HSE guidelines will be responsibility of contract

7.3 LOCAL DISPUTES

In case of any dispute related to the local villagers, contractor will facilitate RSMML for settling out.



SECTION- 8 METHOD OF MEASUREMENTS, BILLING AND PAYMENT

8.1 TERMS OF PAYMENT

- a. All payments shall be released by the Owner directly to the Contractor through NEFT/RTGS in the name and at the address specified by the Contractor.
- b. Deductions made by the Owner as per contract terms and governing rules, details of which shall be provided to the contractor as per norms, shall not be objected by the Contractor.
- c. If any work component or item is found incomplete, the Owner shall have a right to make payment at part rates and withhold a reasonable sum at the sole discretion of the Engineer-In-charge.
- d. Normally one running payment shall be released every month against a bill submitted by the Contractor in triplicate.
- e. It may take about 21 days to release the progressive bill payments after receiving the claim from the contractor. Last progressive running bill and Final bill shall have no time limit but these be paid as early as possible depending upon the verification of work, compliance of observations raised by the Owner and submission of all data, test reports, actual completion drawings, etc. as mentioned in this document in different sections.
- f. All above interim /progressive payments shall be regarded as payments by way of advance until release of final payment by the Owner against the contract as a whole, and not payment as completed work and shall not preclude defective/imperfect/incomplete work to be considered as an admission by the Owner of the due contractor nor shall it preclude, determine or affect in any way the powers of the Owner under these conditions or in any other way vary or affect the Contract.
- g. The Owner reserves the right to encash Bank Guarantees in the event of negligence and lack of dedication to work on the part of the Contractor in the opinion of Owner.
- h. All invoices against site activities viz. erection work, civil work, structural work shall accompany the copy of wages sheet, certificate in support of deposit of EPF & family pension evidence of any such payments which may be required/instructed by the labour department as per the Labour Rules.



- i. The Last Progressive Running Bill Payment shall be released on completion of all works and after issue of "Provisional Acceptance Certificate" by the Owner
- j. The Final Bill payment to the contractor shall be made after accounting for all the previous payments/advances/adjustments of dues and issue of "Final Acceptance Certificate" by the Owner, provided always that contractor furnishes a "No further claim". The release of final payments does not relieve the contractor from his any other obligations as provided for in the contract and other contract closure document.

8.2 PART PAYMENTS TO ENSURE MAINTENANCE & DEFECT LIABILITY

- a. In order to ensure that all the works are well finished, curing of masonry, concrete etc. is done for the required period, the embankment is well dressed to required slopes and all waste material etc. is cleared up from site, the payment against running bills during first eleven months of construction period shall be made equal to 90% of the approved bill value.
- b. Twelfth month bill i.e. last bill shall be raised after completion of whole scope of work. 95% payment shall be made of approved last running bill value. Out of 10% retained amount from eleven monthly running bills, 5% value shall be released along with payment of approved last running bill after completion of whole scope of work. Upon settlement of twelve monthly bills 95% of the awarded contract value shall be paid. The remaining 5% (five percent) payment shall be released as per the provision of next sub-para.
- c. In order to ensure satisfactory work responsibility during defect liability period, with due adherence to all terms and conditions of the contract by the Contractor, out of the 5% amount available with the Owner because of the part payments as per the above paras, 3% (three percent) amount shall be released at the end of first year of Defect Liability Period and balance 2% (two percent) at the end of second year of the completion of Defect Liability Period.
- d. Security Deposit of 10% of the Contract amount shall be refunded after 6 (six) months of the expiry of defect liability period, provided the Contractor has fulfilled all contractual obligations and has rendered "No claim and No Dues Certificate" to the Owner.



Part Payment proposed is also tabulated as below:

Note: Retention amount mentioned in the below table is over and above of the SD deduction @ 10%.

Billing Events	Payment To Be Released
Eleven monthly running bills	90% of approved bill
Twelfth bill (Last bill) to be raised after 100% completion of work	95% of approved bill + 5% out of payments retained from eleventh monthly running bills
1 st year of completion of DLP	3% out of payments retained
2 nd year of completion of DLP	2% out of payments retained
Security deposit	10% Security deposit shall be released after 6 months of DLP

8.3 PAYMENT TO THE CONTRACTOR & CERTIFICATES

The remuneration to be paid by the Owner to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Engineer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.

The rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.



Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, pumps, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.

The schedule of rate or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, accessories, materials of whatsoever kind for the works and shall include an indemnity to the Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles/processes or materials octroi or other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work, shall borne by the Contractor.

No exemption or reduction of customs duties, excise duties or any port duties, special Road Tax, Road tax, transport charges, stamp duties or Central or State Government or local body or Municipal taxes or duties, cess, taxes or charges (from or any other body), whatsoever will be granted or obtained element of all of which expenses shall be deemed to be included in and covered by the contract rate or schedule of rate. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work. The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Owner in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason or accounts whatsoever.



8.4 PAYMENT OF BILLS

8.4.1 RAISING OF BILLS AND MEASUREMENT OF QUANTITIES

No payment shall be made for works estimated to cost less than Rupees One Thousand till after the whole but in the case of works estimates to cost more than Rupees One Thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then passed by the Engineer-in-charge. RA bill shall be submitted along with location plan for executed work duly certified by Engineer-in-charge. The contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filed for relevant tax period. All such intermediate payment shall be regards as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfects or un-skilful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contractor any part thereof in any respect of the accruing of any claim, not shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding the contractor in all respect.

A bill shall be submitted by the contractor each month on or before the dated fixed by the Engineer-in-charge for all work executed in the previous month. The charges in the Bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, as the rates herein after provided/approved for such works. The Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient



warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in respect.

Before taking any measurement of any work as referred to in above, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

8.4.2 PRICE VARIATION (ESCALATION/DE-ESCALATION):

The rates quoted by the contractor and finally accepted by the Owner shall remain firm & fix for the period of this contract.

8.4.3 APPLICATION FOR COMPLETION CERTIFICATE:

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

- a. Details of Month wise quantum of work completed by the contractor.
- b. Measurement statements from the concerned department of Owner. (in case the payment is on measurement basis).
- c. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor.
- d. Details of PF deposited by the contractor.
- e. No claim certificate by the contractor, in favour of Owner that No claim has been due towards the Owner and he will not claim any dues after the closure of the contract.
- f. Indemnification Bond on Rs. 200/- Non-Judicial stamp paper.



The Engineer-In-Charge shall formally issue completion certificate within 60 days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the Owner if there is no defect in the work Engineer-In-Charge shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his their work, people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the work shall have been measured by the Engineer-in-charge.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within 15 days from the date of issue of completion certificate, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

8.4.4 FINAL CERTIFICATE

Upon expiry of the period of defect liability and subject to the Engineer-in-charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Engineer in charge/ Group General manger (Project) shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his/its obligations under the contract until Final Certificate shall have been given by the Engineer-in-charge/Group General manager(project).



8.4.5 FINAL PAYMENT AND RELEASE

On completion of the work and issuance of completion certificate, the Contractor shall submit his/its final bill indicating the gross and net amount payable. On receipt of this, the Owner shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the Owner on any account and such further sums as the Owner is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Owner.

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

No claim shall be made or be filed by the Contractor and the Owner shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Owner from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the Owner or the Engineer-in-Charge or any other person relating to or effecting the work.

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

UNDERTAKING:

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this Tender document, corrigendum/addendum, nature, estimated cost, BOQ, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms & conditions of this tender.

For and on behalf of the bidder
(Signature of bidder with seal)

Date:

Place:



SECTION- 9: PROFORMA FOR TENDER

Form No.	Proforma
IN SEPARATE SEALED COVER- PART- 1 TECHNO-COMMERCIAL BID	
Form -1(A)	Letter of Submission of Tender
Form -1(B)	List of particulars to be enclosed with Techno Commercial Bid (PART- I)
Form -1(C)	Checklist of attachments to be enclosed with Techno Commercial Bid (PART -I)
Form- 2	Details of required civil construction works executed during last four financial years
Form- 3	Statement of present commitments
Form- 4	Details of Equipment, Tools & Tackles
Form- 5	Proposed Site Organisation Chart
Form- 6	Human Resources of the Bidder
Form-7	Project Planning
Form- 8	Exceptions & Deviations
Form- 9	Proforma For Bank Guarantee to Be Submitted Against Security Deposit
Form-10	Proforma For Submitting Bank Guarantee Against Earnest Money Deposit
Form-11	Proforma For Executing Contract Agreement
Form-12	Fixed and Unconditional Price Declaration
Form-13	List of Additional Documents Submitted by The Contractor like No litigation, no blacklisting etc. and as felt necessary by the Bidder
Part -II	PRICE BID SCHEDULE



(On the Letter head of the bidder)

FORM-1A: LETTER OF SUBMISSION OF TENDER

From

.....

.....

..... Pin code....

To,

The GGM (Projects),

Rajasthan State Mines and Minerals Ltd.,

4- Meera Marg, UDAIPUR- 313004.

Sub: Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur.

Ref: e-Tender No. RSMM/CO/PROJ/TD/2025-26/03 dated 11.06.2025

We possessing requisite competency, resources, experience and skill or expertise hereby tender the work as mentioned in subject above and tender document.

We agree to complete the work at the schedule of rates quoted by me/us in Part II of this offer in accordance with the Terms and Conditions of the tender document and in best workmanship. In case our offer is accepted, we will be bound by the conditions, specifications, etc. given in these documents.

It is understood by me/us that the time stipulated completion of works in all respects, is the essence of the Contract and the time period allowed for this work 12 months and there is a Defect Liability Period of 2 (TWO) years after actual date of completion of the work. I/We agree that in the case of failure on my/our part to strictly observe the time of completion mentioned for project or any of them and to the final completion of works in all respects I/We shall pay compensation to the Owner, RSMML without there being any proof of actual losses/damages caused/suffered, as per provisions and Contract and I/We agree to recovery being made as specified therein.



We have deposited the earnest money in terms of a Account Payee Demand Draft in favor of RSMM Ltd. payable at Udaipur which will not carry any interest and the particulars are as under

D.D./RTGS/NEFT No. and Date	Name and address of Bank	Amount

I/We agree to the conditions of forfeiture of Earnest Money given in this document.

1. I/We further agree to acknowledge the Letter of Acceptance, Sign the agreement as per the given format and to furnish the prescribed Security Deposit in the form of Bank Guarantee as prescribed in this document, in case our offer is accepted by RSMML and also agree to all the conditions given in this tender document regarding the Security Deposit.
2. I/We hereby confirm that our offer shall remain valid and firm for 180 (Hundred Eighty) days from the date of opening of tender and I/We shall abide by the conditions regarding the validity period.
3. I/We enclose herewith evidence of my/our capability of design & experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma and also the PAN number and service tax registration no.
4. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
5. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
6. I/We agree to accept the decision of the Owner in respect of pre-qualification of my/our offer.
7. I/We hereby declare that the decision of the Owner in selection/rejection of any or all the tenders, without assigning any reason thereof, shall be acceptable and binding on me/us. Date: the _ day of....2025.

(Signature of Authorized Representative)

Name in Block Letters

Official Stamp



(To be attached with Techno-commercial Bid i.e. PART -I)

FORM -1(B) LIST OF PARTICULARS TO BE ENCLOSED WITH PART –I

S. No.	Particulars
1	<p>Bidder Profile</p> <ul style="list-style-type: none">• Name and Head Office Address, Contact details, Web site, E-mail, Branch offices.• Legal status: Public Limited/ Pvt. Ltd. / Partnership, Formation; Registration details.• Business areas and activities, products- main and auxiliary, agencies /representatives.• Management: Board, CEOs ... up to senior managers, technical heads.
2	<p>Details of turnover in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 as per pre-qualification criteria in 5.2.25</p> <p>(1)</p> <p>(2)</p> <p>(3)</p> <p>(4)</p> <p>Maximum Annual Turn Over during last four years-</p> <p>The bidder should have successfully executed at least one similar nature work of costing not less than Rs. 8.5 crore inclusive of execution of rockfill/earthworks with compaction for at least 1,20,000 Cubic meter (Cum) in any one of the immediate four preceding financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 in the bidder's name.</p> <p>please attach proof(s)</p>



3	<p>Technical Profile of Bidder: to include manpower resources covering project design, engineering in- civil, drafting and computing details, library facilities, Associations, Office area etc. be indicated.</p> <ul style="list-style-type: none">• In house manpower /outsourcing facility, for Working Drawings and Designs particularly related with Tailing Dams, Earth and Rock fill dams, Water Carrying Structures, Execution of Earthen Embankments and mass Concrete work,• Any other data/argument in support of Bidder's candidature for TID Scope of Work & Services as per tender document.
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**FORM -1(C) CHECK LIST OF ATTACHMENTS TO BE ENCLOSED WITH
PART -I**

Sl. No.	TOPIC	Yes/ No	Reference
1	Copy of letter of submission of tender as per 'Form -1A'		
2	Duly filled Form '1-B' with General information about the tenderer		
2A	Proof of payment of prescribed Tender document fee and processing fee.		
2B	Proof of submission for the prescribed Earnest Money Deposit		
3A	Power of Attorney in favor of authorized representative		
3B	Bidder Profile Attested certificate of Incorporation/Memorandum		
3C	PAN no. Copy		
3D	Copy of GST Registration Certificate		
3E	Attested copy of audited Balance Sheet of last 4 financial years and Bankers' Certificate as per clause 5.2.25		
3F	Provident Fund Account Number of Firm		
4A	Details of Civil Construction Works Executed In Last Four Years as per Form- 2		
4B	Statement of Present Commitments as per "Form - 3"		
5	List of Machinery & Equipment proposed to be Deployed as per "Form - 4 "		
6	Proposed Site Organization for the Project as per "Form- 5"		



7	Details of Human Resources as per "Form- 6"		
8	Project Planning (Basic PERT Chart) "Form- 7"		
9	Deviation Statement as per "Form - 8"		
10	Proforma Of Bank Guarantee for Performance Security Deposit- Form- 9		
11	Proforma Of Bank Guarantee Bond for Earnest Money Deposit- Form -10		
12	Proforma For Contract Agreement Form- 11		
13	Fixed and Unconditional Price Declaration Form- 12		
14	List of Additional Documents like No Litigation & No blacklisting Undertaking, etc. Submitted by The Contractor Form- 13		
15	Undertaking as per annexure-A & E of tender document.		
16	Undertakings/Declaration/Compliance as per Annexure- B to I of tender document.		
17	Copy of complete Tender document as issued by Owner/ downloaded from website dully filled, signed and stamped on each page. (including blank price formats duly signed but without any price quote)		



FORM-2 DETAILS OF REQUIRED CIVIL CONSTRUCTION WORKS EXECUTED IN LAST FOUR FINANCIAL YEARS

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

SR.NO	CLINT NAME & ADDRESS	CONTACT PERSON TELEPHONE NO- MOBILE NO-	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	QUANTITY EXECUTED EARTH WORK /ROCKFILL WITH COMPACTION (cum)	SCHEDULE COMPLETION AS PER TENDER (In Months)	ACTUALLY COMPLETED (IN MONTHS) (in Months)	YEAR OF COMPLETION

Note-Please attach certified copies of supporting documents; please attach attested copy of L.O.A/ D.L.O.A with work completion certificate etc.



FORM-3: PRESENT COMMITMENTS OF THE BIDDER

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

SI.NO	CLIENT NAME & ADDRESS	CONTACT PERSON TELEPHONE NO- MOBILE NO-	DESCRIPTION OF THE WORK	AMOUNT OF WORK CONTRACTED	DATE STARTED	SCHEDULE COMPLETION	% COMPLETED	EXPECTED DATE OF COMPLETION

Note: please attach certified copies of supporting documents



FORM-4 DETAILS OF EQUIPMENTS, TOOLS & TACKELS

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

SI.NO	NAME OF EQUIPMENT	MAKE	NUMBER	CAPACITY	REMARKS (READILY AVAILABLE)

NOTE- Please attach Certified Copies of Supporting Documents

We do hereby declare that the equipment, tools and tackles mentioned in Form-4 shall only be used by us for this contract, in case work is awarded to us.



Form-5: PROPOSED SITE ORGANISATION CHART

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

The Bidder is to indicate the proposed site organization that will be deployed for execution of the project, it is understood that this will be augmented from time to time depending on the demands of the works for timely completion of the work

BIO DATA OF SITE-IN CHARGE AND OTHER KEY PERSONNEL

A

B

C

D

E

F



FORM-6: HUMAN RESOURCES OF THE BIDDER

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

The Bidder is to indicate the capability of his human resource for execution of the project.it is understood that the resources will be augmented from time to time depending on the demands of the work for timely completion of the work.

Sl.NO.	Name and designation of key personnel with the company for following disciplines	Educational Qualification in brief	Experience in brief with special reference to water resources sector	Whether proposed to be deployed for the present job full time /part time
	a) survey & investigation			
	b) detailed design work and preparation of working drawings			
	c) compacted earthen embankment construction			
	d) quality Assurance			
	e) masonry and concrete structure construction			
	f) safety measures			



FORM-7: PROJECT PLANNING

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

The bidder is to indicate the basic activity chart for execution of the project .it is understood that the same will be modified with mutual discussion, if the work is allotted to this bidder

Sl. No	Activity Description	Period in days



FORM-8: EXCEPTIONS AND DEVIATIONS

NIT NO. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

NAME OF BIDDER:

Bidder may stipulate the list of exceptions/deviations to bid document if any

Any exceptions or deviations expressed or implied elsewhere in the bid document will not be considered.

Sl.No.	Page No of Tender Document	Clause no.	Subject	Deviation	Reason for deviations

Certified that there are no other deviations mentioned anywhere in the bid documents.



FORM- 9: PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its Branch office at Jaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG)

B.G -----

Dated -----

-

This Deed of Guarantee made between -----
any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its registered office at _____ and its head office at _____
and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company').

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

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

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

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered



by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

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

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and



enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

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

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

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

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

IN WITNESSETH

I, HEREBY _____ SON OF _____
(designation) _____ (branch) constituted attorney of the said bank
have set my signatures and bank seal on this guarantee which is being issued on non-
judicial stamp of proper value as per Stamp Act prevailing in the state of
_____ executed at _____ this the day _____ of 2025.



FORM -10: PROFORMA OF BANK GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

(To be issued by any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG)

B.G. No. _____

Dated _____

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

Whereas the company having agreed to furnish BG for EMD from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of tender no RSM/CO/PROJ/TD/2025-26/03 dated 11.06.2025 for Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur (hereinafter called 'the said Tender') of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs.

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

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

We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the company stating that the amount claimed is due by way of loss



or damage caused to or suffered by or would be caused to or suffered by the company by reason of any breach by the said tenderer of any of the terms and condition contained in the said tender by reason of the said tenderer's failure to keep the said tender open. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs.

We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before, the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A., C.O. or GGM(Cont.) shall be deemed to be sufficient demand under this guarantee.

In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer

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

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

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



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

For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction

IN WITNESSETH

I, hereby _____, son of _____
(designation) _____ (branch) constituted attorney of the said
bank have set my signatures and bank seal on this guarantee which being
issued on non judicial stamp of appropriate value as per Stamp Act Prevailing in
the state of Rajasthan, executed on this date ____ of ____, 2025.



FORM -11: PROFORMA FOR CONTRACT AGREEMENT

This contract agreement for the work of.....Udaipur made on thisday of Two thousand eighteen) between an Owner registered under the Indian Companies Act, 1956 and having its registered office at herein after called the "Contractor" (which term shall unless excluded by or repugnant to the subject or context shall include its successors and permitted assignees) of the one part and M/s Rajasthan State Mines & Minerals Ltd. a Govt. of Rajasthan Undertaking under the Indian Companies Act, 1956 and having its registered office at C-89, Jan path, Lal Kothi, Jaipur and Corporate Office at 4-Meera Marg, Udaipur hereinafter called the 'Owner' (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

Whereas:

1. The Owner being desirous of having provided and executed certain works mentioned enumerated or referred to in the tender document including Tender Notice, Instructions, General Conditions of contract, Special Conditions of Contract, Specifications, drawings, plans, time schedule of completion of jobs, and other documents has called for tender.
2. The contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examinations before submitting his tender as to the nature of the work, the form and nature of site and local conditions, the quantities, nature and magnitude of the work for the execution of work, the availability of power and water thereto and has made local and independent inquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection herewith, and has considered the nature and extent of all probable and possible situations, delays hindrances or interferences to with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions, and things and probable and possible contingencies, and generally all matters, incidental



and ancillary thereto affecting the execution and completion of the work and which might have influenced him in making his tender.

3. The Notice Inviting Tender, General Conditions of Contract, Special conditions of Contract. Declaration submitted with tender by the contractor, tender document, Drawings, Plans, Time Schedule of completion of jobs, letter of acceptance of tenderer, detailed letter of acceptance, Work Order and any statement of agreed variations with its enclosures, copies of which are also hereto annexed, form part of this contract and are included in the expression "CONTRACT" wherever herein used.

And whereas

The Owner accepted the tender of the tenderer for the provision and the execution of the said work at the rates stated in the Schedule and finally approved by Owner (hereinafter called the 'Schedule of Rates') upon the terms and subject to the conditions of the contract.

Now this Agreement witnessed and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby covenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things pertaining to the contract there from or may be reasonably necessary for the completion of the said work and at the said times and in the matter and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision, execution and completion of the said work, the Owner does hereby agree with the contractor that the Owner will pay to the contractor respective amounts for the work actually done by him and approved by the Owner at the Schedule of Rates and such other sum as payable to the contractor under provision of contract (such payment if any to be made at such times in such manner as is provided for in the contract).



3. In consideration of the due provision, execution and completion of the said work and contractor does hereby agree to pay such sums as may be due to the Owner for the services rendered by the Owner to the Contractor such as power supply, water supply and others as set out in the said contract and such other sums as may become payable to the Owner towards the controlled items and, or consumable materials or towards loss, damage to the Owner's equipment, materials construction plant and machinery.(such payment if any to be made at such times in such manner as is provided for in the contract).
4. It is specifically and distinctly understood and agreed, between the Owner and the Contractor shall have no right, title or interest in the site made available by the Owner for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien, charge or any kind whatsoever for unpaid bills and will not be entitled to assume or retain possession or control of the site or structures and the Owner shall have an absolute and unaltered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying at site.
5. The contractor shall be allowed to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected thereon and the Owner shall be entitled to terminate such license any time without assigning any reason.
6. The material including sand, gravel, stone, loose earth, rock etc., dug up or excavated from the said site shall unless otherwise expressly agreed under this contract, shall exclusively belong to the Owner and the contractor shall have no right, claim over the same and such excavation and materials should be disposed off on account of the owner according to the instruction in writing issued from time to time by the Engineer-in-charge.



7. The contractor shall perform the work under the agreement in accordance with all applicable codes, statutory regulations and good engineering practice.
8. It is agreed and understood by and between the parties hereto that contractor shall comply with all the necessary applicable laws, rules, regulations and bye-laws whether now in force or which shall come into force hereafter and shall make good any loss, damages etc. for any breach of obligation under such laws in respect of act(s) of omission or commission.
9. The contractor shall procure, furnish to the Owner such guarantees performance bonds etc. as mentioned in the Agreement.
10. In the event of their being any conflict between the contract documents or any provision thereof, the preceding documents shall always have preference over the succeeding document in the order in which they are set out in clause 'C' mentioned herein above. In the event of their being any conflict between this Agreement and all or any of the contract document the provisions of this Agreement shall have preference and shall prevail over the contract documents.
11. The expressions used in this Agreement, but not defined herein shall, unless repugnant to the context, have the same meanings as assigned to them in the Contract Documents.
12. No amendments to this Agreement shall be valid unless specifically made as an amendment to this Agreement and signed by the authorized representatives of the parties.
13. The court at Udaipur in the State of Rajasthan alone shall have jurisdiction to decide dispute if any pertaining to this agreement.

In witness whereof the parties have executed these presents on the day and the year first written above in accordance with the authority given to them.



The copy of e- Tender no. dated.....& related correspondence and DLOA No.datedissued to M/sby Rajasthan State Mines & Minerals Limited, Udaipur becomes an integral part of this contract agreement & this agreement shall be applicable since the date of work order.

Signed and Delivered
For and on behalf of Contractors

Signed and Delivered
For and on behalf of Owner

Date

In presence of the two witnesses:

1. _____
2. _____



(On the Letter head of the bidder)

FORM -12: DECLARATION REGARDING FINANCIAL PROPOSAL

To,

The GGM (Projects),

Rajasthan State Mines & Minerals Limited 4, Meera Marg,
Udaipur- 313 004 Rajasthan

Sub: Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur.

Sir,

We do hereby confirm that our financial proposal is FIRM & FINAL in all respects and contains NO conditions.

If any condition found mentioned in the financial bid, we understand that the same will be ignored at the risk & cost of our organization

Date: day of.....2025.

(Signature of authorized Representative)

Name in Block letter:

Official stamp:



**FORM-13: LIST OF ADDITIONAL DOCUMENTS SUBMITTED BY
THE CONTRACTOR
(WITH TECHNO COMMERCIAL BID(PART-I))**

Ref. No.: e-TENDER No. RSMM/CO/PROJ/TD/2025-26/03

Date: 11.06.2025

Name of Tenderer _____

S. No.	DESCRIPTION	PAGE NO. TO PAGE NO.

TO BE CONTINUED TO COVER ALL ATTACHMENTS.

Signature with seal of bidder



ANNEXURE- "A"

DECLARATION BY THE CONTRACTOR

I/we do hereby confirm and declare that they have independently inspected Jhamarkotra Mines and ascertained and obtained all relevant and necessary information, data, particulars, working conditions, facilities etc. and existing industrial environment.

I/we has also ascertained all such other information, whether technical/commercial or otherwise.

I/we has also assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract.

I/We do hereby agree and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.

Dated:

Place:

(Authorized Signatory)

Name and Designation:

Relationship of the authorized

Signatory with the tenderer:



ANNEXURE- "B"

AFFIDAVIT

Affidavit for PF declaration in support of tender (to be typed on non-judicial stamp paper of Rs. 200/-) for those who do not have the PF registration no.

I.....S/o.....aged.....Year
resident of.....on
behalf of the tenderer i.e. M/shereby take oath and
state as under:

That I/We have submitted a tender for

.....

That I/We have gone through the terms & conditions of the tender document.

That the provisions of the EPF & MP Act are not applicable on me/us (i.e. The above tenderer / contractor).

That in case during the currency of the contract, I/We come under the purview of the EPF & MP Act, then I/we will get myself/ourselves registered with the concerned PF Commissioners.

Deponent (Authorized signatory)

Verification

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

Deponent (Authorized signatory)

Dated:.....

Place:.....

Name and Designation of the Authorized Signatory:

Relationship of the authorized Signatory with the tenderer:



Annexure- "C"

AFFADAVIT

(on non judicial stamp paper worth Rs100/-)

Tender

No.....

.....Name of

Tenderer.....

I.....S/o

Shri.....aged.....Years,

resident of.....on behalf of
the tenderer i.e. M/s.....hereby undertake
oath and state as under.

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

Signature of Tenderer(s)

(Authorized Signatory)

With Seal

Place:

Date:

Note:

Original Notarized affidavit shall be sent to the office of Group General Manager (Projects), RSMML,4- Meera marg, Udaipur-Raj-313004 along with Tender fees, processing fees & EMD.



Annexure- "D"

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

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

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

Name & Signature of Tenderer

with seal



Annexure-“E”

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to For procurement of.....

..... in response to their Notice Inviting Bids No. Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date
Place

Signature of bidder
Name:
Designation:
Address:



Annexure-“F”

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

The designation and address of the First Appellate Authority is –

Mines Department, Govt. of Rajasthan, Jaipur.

The designation and address of the Second Appellate Authority is –

Finance Department, Govt. of Rajasthan, Jaipur.

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

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

(4) Appeal not to lie in certain cases

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

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



(5) **Form of Appeal**

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

(6) **Fee for filing appeal**

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

(7) **Procedure for disposal of appeal**

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

Name & Signature of Tenderer

With seal



Form No.1
(See rule 83)

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

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

1. Particular of appellant:
 - i. Name of the appellant:
 - ii. Official address, if any:
 - iii. Residential address:

2. Name and address of the respondent(s):
 - i.
 - ii.
 - iii.

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

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

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

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

7. Prayer.....
Place Date

Appellant's Signature:



Annexure- "G"
Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding



Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.



ANNEXURE- “H”

Bank Details of Tender for RTGS/NEFT/Online refund of EMD

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



ANNEXURE- "I"

List of the Banks Empaneled for Bank Guarantee

List of Scheduled Commercial Banks (SCBs)

List of Scheduled Public Sector Banks	
Sr.No.	Name of the Bank
1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

List of Scheduled Private Sector Banks

Sr.No.	Name of the Bank
1.	Axis Bank Limited
2.	Bandhan Bank Limited
3.	CSB Bank Limited
4.	City Union Bank Limited
5.	DCB Bank Limited
6.	Dhanlaxmi Bank Limited
7.	Federal Bank Limited
8.	HDFC Bank Limited
9.	ICICI Bank Limited
10.	IndusInd Bank Limited
11.	IDFC FIRST Bank Limited
12.	Jammu & Kashmir Bank Limited
13.	Karnataka Bank Limited
14.	Karur Vysya Bank Limited
15.	Kotak Mahindra Bank Limited
16.	Nainital Bank Limited
17.	RBL Bank Limited
18.	South Indian Bank Limited
19.	Tamilnad Mercantile Bank Limited
20.	YES Bank Limited
21.	IDBI Bank Limited
22.	Au Small Finance Bank Limited



PRICE OFFER - (PART-II)
(To be submitted in BOQ format)
RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprises)

Name of Work: Creation of additional pondage capacity by raising dam height utilizing inside material of Existing Tailing Dam, Jhamarkotra, Udaipur (Rajasthan).

Time Period: 12 months

SL.NO	DESCRIPTION	QUANTITY	UNIT	RATE		AMOUNT
				RS	PER	
RAISING OF EXISTING TAILING DAM AND ALLIED WORK						
1	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 77, 1-b Cutting & Clearance of Jungle Bushes Shrubs Ankara/Lpomoea Juliflora Tympana Etc.On Canal and Bunds in Dry Moist/Slushy Conditions Including Disposal as Per Instruction of The Engineer in Charge, Cost of Wood Has Been Deducted from Rates and Thus Will Be the Property of Contractor After Cutting (Thick)					
a	Thick	70000	Sq.m	2.50	Sq.m	175000.00
2	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 77, 2-a Cutting and uprooting of trees including removing of roots and filling of hole, cutting /up rooted tree would be property of the department					
a	7.5 cms to 15 cms girth (Sr. No. 2(a)/P.No.77)	610	Nos	41.00	Nos	25010.00



3	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 11, 1-a & c Excavation including loading, unloading, disposal and dressing of excavated earth within initial lead of 50m and lift up to 1.5m including dressing of excavated area and dewatering wherever required complete in					
a	Soft/ Loose Soil (Sr. No. 1(a)/P.No.11) & extra lead upto 750m (Sr. No. 10(a & b)/P.No.13)	250000	Cum	110.25	Cum	27562500.00
b	Hard soil mixed with Kankar / boulders, Morrum (Sr. No. 1(b)/P.No.11) & extra lead upto 10 Km (Sr. No. 10(a,b,c & d)/P.No.13)	34467	Cum	256.25	Cum	8832168.75
4	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 14, 20 Benching base and depositing of the excavated material including dressing etc. complete within initial lead up to 50m and lift up to 1.50 m	26254	Cum	97	Cum	2546638.00
5	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 21, 11-b Half Brick masonry (using well burnt clay bricks of size 230 x 110 x 70 mm, class designation 75 as per specification) for partition wall including all leads of all construction materials including curing etc. complete.					
a	In cement sand mortar 1:4 (Sr. No. 11(b)/P.No.21)	410	Sq.m	733	Sq.m	300530.00
6	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 26, 7-d Providing and Laying in position of Cement concrete Nominal mix (1:2:4) including leads of all construction materials, curing, compaction and finishing with rendering in cement sand mortar 1:3 (1 cement : 3 course sand) and making good the joint excluding the cost of centering, shuttering and reinforcement. Well graded crusher broken stone aggregate of maximum size upto 20 mm.	631	Cum	5535	Cum	3492585.00



7	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 25, 3-d Providing and Laying in position of Cement concrete Design mix M-25 including leads of all construction materials, plasticizers (if required), curing, compaction and finishing with rendering in cement sand mortar 1:3 (1 cement : 3 coarse sand) and making good the jointsexcluding the cost of centering, shuttering and reinforcement. Well graded crusher broken stone aggregate of maximum size upto; (For mix design Cement content considered 420 kg/ cum of concrete) 20 mm.	2254	Cum	6433	Cum	14499982.00
8	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 33, 9-b(ii) Supplying of M.S. Reinforcement including labour charges for bending binding and placing in postion all reinforcement as per drawing including cost of binding wire and all leads and lifts using tor or ribbed bars (IS:1786)	160337	Kg	89	Kg	14269993.00
9	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 32, 1-c Side shuttering including propping etc complete (to achieve finish F2 for Retaining wall, counterfort, abutment, wing walls up stream or downstream slope facings of dams and open faces of construction joints etc.	9098	Sq.m	220	Sq.m	2001560.00
10	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 19, 1-d Random rubble stone masonry (Using R R stones where 75% stones to be not less than 15 cm in size in any direction and weighing not less than 23 kg) for foundation including curing all leads of all construction materials including complete masonry work in super structure for dam and other works					
a	In cement mortar (1:6) for foundation (Sr. No. 1(d)/P.No.19)	1314	Cum	4002	Cum	5258628.00
b	In cement mortar (1:6) for super structure (Sr. No. 1(d)/P.No.19) & extra over item (Sr. No. 8(a)/P.No.20)	2010	Cum	4214	Cum	8470140.00



11	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 22, 2-a Plaster in cement sand mortar 1:4 including racking of joints, smooth finishing & curing etc complete including all leads of construction materials of thickness 20mm	176	Sq.m	308	Sq.m	54208.00
12	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 23, 13-b Flushed or ruled pointing on stone masonry including racking of joints & curing etc complete including all leads of construction materials in cement sand mortar 1:4	6547	Sq.m	144	Sq.m	942768.00
13	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 14, 16-b Earth work in rough (borrow area) excavation for embankments in hard soil, morrum or highly weathered strata dry or moist, including laying in 20 cm layers (before compaction) and breaking of clods, sorting of grass, pebbles etc. and dressing when compacted by vibro compactor, vibro sheep foot roller, sheep foot roller/pneumatic tyred roller to obtain dry density of at least 98% of Standard Proctor's density with initial lift of 1.5m (Excluding charges for compaction and watering) including loading and un-loading wherever required complete in all respect with lead beyond 250 m and upto 750 m (1/2 Km)	243540	Cum	137.50	Cum	33486750.00
14	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 14, 18-b (ii) Compaction of earth or highly weathered strata					
a)	By mechanical equipment such as sheep foot roller/ pneumatic tyred roller/vibro compactor / vibro sheep foot compactor required as per site condition to obtain dry density of at least 98% of Standard Proctor's density. (Sr. No. 18(b)(ii)/P.No.14)	304261	Cum	42	Cum	12778962.00
15	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 15, 28-b Watering of earth including cost of carriage of water when source of water is beyond 1 km but upto 5 km per km	304261	Cum	32.60	Cum	9918908.60



16	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 15, 32 Dry boulders filling in required profile with filling of voids etc complete including all leads and lifts and well finished surface	6609	Cum	1168	Cum	7719312.00
17	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 15, 31-d & e Supplying and laying aggregate in layers and profile as specified including all leads and lifts. This item is to be used only for laying filter / inverted					
a	River gravel 20 to 40 mm size (Sr. No. 31(d)/P.No.15)	2178	Cum	1177	Cum	2563506.00
b	River gravel upto 20 mm size (Sr. No. 31(e)/P.No.15)	1358	Cum	1202	Cum	1632316.00
18	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 79, 28-d & f Providing laying and fixing in position RCC spun or Hume pipe with collars (IS 458-2003) in required size packed in gasket for Hume or span yarn & neatly finished with rich grout of cement mortar 1:3 perfectly air tight including testing of joints -NP 3 pipe of Dia 600 mm					
a	NP 3 pipe of Dia 600 mm (Sr. No. 28(f)/P.No.79)	44	R.M.	3098	R.M.	136312.00
b	NP 3 pipe of Dia 300 mm (Sr. No. 28(d)/P.No.79)	300	R.M.	1059	R.M.	317700.00
19	Fabrications work using mild steel channels, angles, flats, round bars etc., for gates, jalties etc as per given design using welding well finished including red oxide base and two coats of enamel points of specified shade and fixing at site, complete. (Non BSR)	2000	Kg	120	Kg	240000.00
20	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 78, 16 Providing and fixing 200 mm dia Porous drain with precast cement aggregate (1:4.5) blocks 0.60 m x 0.60 m x 0.30 m in two pieces complete.	720	m	2700	m	1944000.00



21	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 78, 17-a Providing and laying cement concrete coping in (1:2:4) with maximum size of crusher broken aggregate upto 20 mm including shuttering etc. with all leads of material complete in all respect in thickness of 75 mm	159	Sq.m	480	Sq.m	76320.00
22	REF: GOVT. OF RAJASTHAN WRD BSR 2023 UDAIPUR PAGE NO- 36, 12-b Preparation of foundation of structure including removal of all loose stones, silt and final washing by compressed air & water under pressure	2689	Sq.m	70	Sq.m	188230.00
23	Removal of steel jungla from existing filter well and refixing using hydra, mechanical lift as erected by EIC (Non BSR)	1			Lump sum	25000.00
A	Sub Total					159459027.35
B	Miscellaneous works @5 % of A					7972951.37
C	Total (A+B)					167431978.72

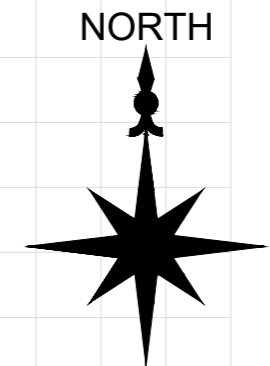
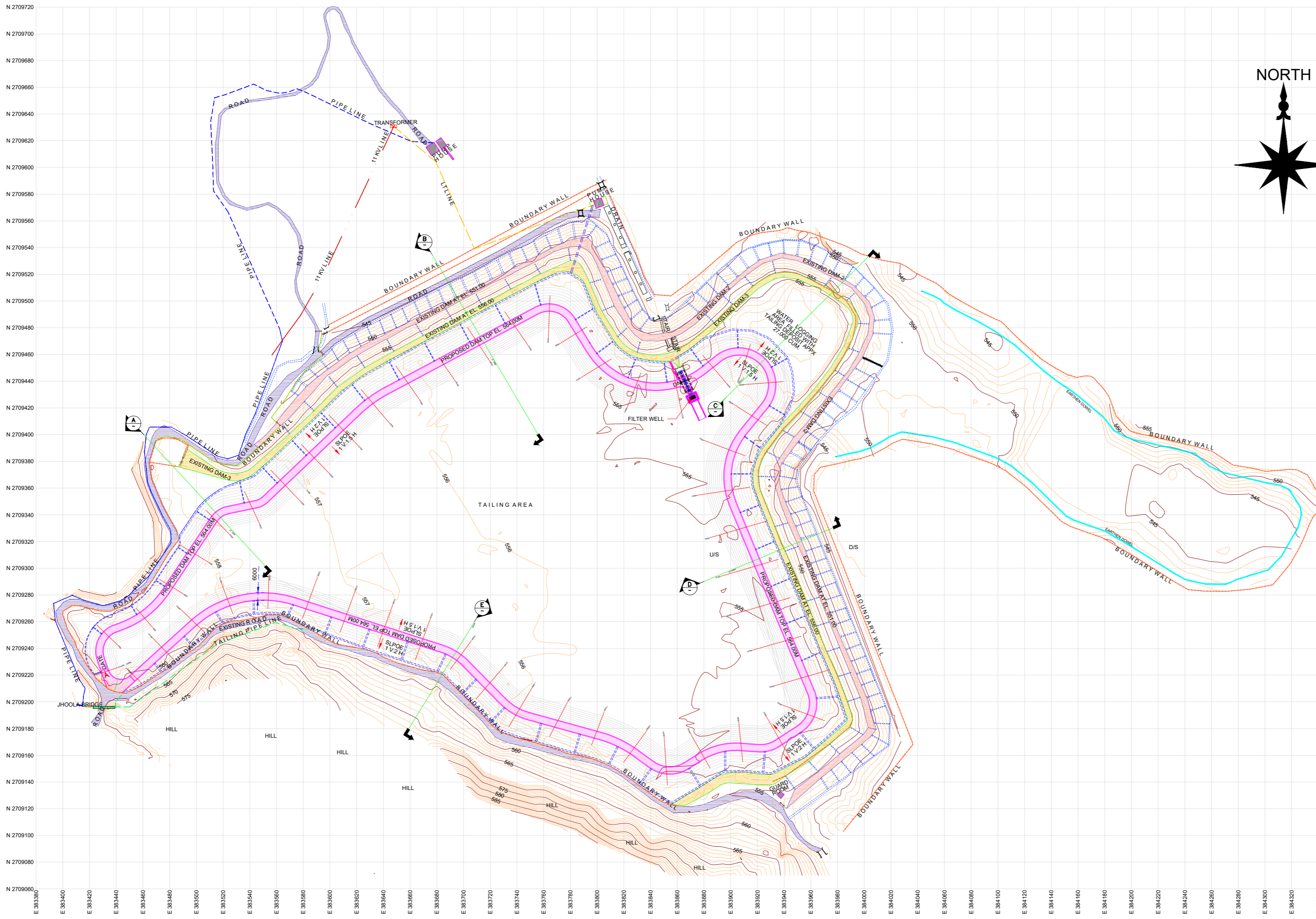


Terms and Conditions:

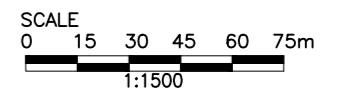
1. This schedule is based on WRD, BSR-2023 of Udaipur and market inquiry for which the contractor shall quote rates as at par /percentage..... (%) above or below the G-Schedule which is inclusive of all taxes, duties except GST.
2. The contractor shall quote rate in Rupees for complete work as mentioned in above schedule in the spread sheet BOQ as given at <https://eproc.rajasthan.gov.in>. Payment shall be made on actual measurement basis for work done.
3. All statutory deductions shall be made as per relevant provision.



NOTE:
1. ALL DIMENSIONS, NORTHING AND EASTING ARE IN METERS EXCEPT WHERE OTHERWISE NOTED.



LEGEND	
DESCRIPTION	SYMBOL
PROPOSED DAM	
EXISTING DAM-2	
EXISTING DAM-3	
BUILDING	
MUD ROAD	
GATE	
CULVERT	
DRAIN	
RIVER / NALA	
LT LINE	
HT LINE 11 KV	
PROPERTY LINE	
BENCH MARK	
TREE	
LIGHT POST	
TOWER	
TRANSFORMER	
CONTOUR	
BOUNDARY WALL	
EARTHEN DOWEL	



FOR DPR PURPOSE

LAYOUT PLAN
SCALE 1:1500

CLIENT	RAJASTHAN STATE MINES & MINERALS LTD. (RSMML)		
PROJECT	CREATION OF ADDITIONAL PONDAGE CAPACITY BY RAISING HEIGHT OF TAILING DAM		
TITLE	TAILING DAM LAYOUT PLAN		
CONSULTANT	AFVF CONSULTING PVT. LTD.		
DRAWN	I.M.	CHECKED	V.J.
DESIGN/SUBMITTED	S.D.S	APPROVED	N.S.T
DATE	23-02-2025	DRG. NO.	146/RSM/01/02
NO.	R0	ISSUED FOR DPR PURPOSE	
REVISION OR ISSUES	BY	CH.	APP.
FORMAT	A2	DATE	FEB. 2025
SHEET	2 OF 10	REV.	R0

23-02-2025	R0	ISSUED FOR DPR PURPOSE		
DATE	NO.	REVISION OR ISSUES	BY	CH. APP.