

GOVERNMENT OF KARNATAKA

OFFICE OF DY. GENERAL MANAGER (MATERIALS)
HUTTI GOLD MINES COMPANY LIMITED, HUTTI



NOTICE INVITING E-TENDER

PROJECT NAME

HGML invites e-tender for the Design, Engineering, Supply, Erection, Installation & Commissioning, testing of 80 TPH Jaw Crusher in Primary Crushing Plant Including Civil works with connected equipment and other related works at Hutti Gold Mines Company Ltd Hutti. Lingasugur Tq, Raichur Dist, Karnataka.

TWO COVER SYSTEM REQUEST FOR PROPOSAL (RFP)
(To be used for furnishing bids by the eligible bidders through e- procurement portal)
THE HUTTI GOLD MINES COMPANY LIMITED, HUTTI.
(An Organization of Govt. of Karnataka)
Telephone: - 08537- 276339 & 275740, Fax No: – 08537-275054
Email: -- material276339@gmail.com

Chapter1: GENERAL CONDITIONS

1.1 PREAMBLE:

Hutti Gold Mines Company Limited is desirous of taking up installation of new crusher for tertiary crushing plant “**Design, Engineering, Supply, Erection, Installation & Commissioning, testing of 80 TPH Jaw Crusher in Primary Crushing plant Including Civil works with connected equipment other related works at Hutti Gold Mines Company Ltd Hutti. Lingasugur Tq, Raichur Dist, Karnataka**” as detailed later in the chapter as “Scope of work and special conditions” of the tender document. These are mentioned hereinafter in accordance with the terms and conditions, requirements and specifications set out in this tender document.

1.2 LOCATION:

The Hutti Gold Mine is an operating underground mine belonging to M/s Hutti Gold Mines Company Limited, a Govt. of Karnataka Undertaking. The Hutti Gold Mine is located in Lingasugur Taluk, Raichur District, Karnataka. The area is bounded by latitude 16° 11' North and longitude 76° 39' East. The nearest railway station at Raichur is located at a distance of 85 Km from the mine; nearest Airport is Hyderabad situated at a distance of 285 Km from Hutti. Both Raichur and Hyderabad are connected to Hutti through a fairly good all-weather road.

1.3 DEFINITIONS:

In the tender document following terms shall have the meaning hereby assigned to them except where the context requires otherwise.

- a) “Company” means Hutti Gold Mines Company Limited (HGML) having Registered Office at 3rd Floor, KHB Shopping Complex, National Games Village, Koramangala, Bangalore-560047, including its successors and assignees or its representatives. Company shall mean the Owner wherever the context so requires.
- b) “Completion” means the completion of the entire scope of work herein specified to the required standards and to the complete satisfaction of the Engineer-in-Charge.
- c) “Completion Certificate” shall mean the certificate to be issued by the Engineer-in-

Charge when the work has been completed to his satisfaction as per the requirement of the contract.

- d) "Construction Plant" shall mean all the appliances or equipment of whatever nature required for the execution of the work by the Contractor but shall not include material or other things to be used in the work.
- e) "Contract" shall mean the written agreement, which the contractor shall enter into with the Company, pursuant to the acceptance of the Tender.
- f) "Contractor" shall mean the person, firm, association of firms, Company or Corporation who's tender for the work has been accepted by the Company and shall include his/their executors, administrators, successors and permitted assignees.
- g) "Contract Documents" means collectively the tender documents, drawings, specifications, agreed variations, if any; and such other documents constituting the tender and acceptance thereof.
- h) "Drawings" shall include maps, plans, sections and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge during the currency of the contract.
- i) "Emergent Works" shall mean and include all such works necessary to be undertaken to prevent / occurrence / happening / further deterioration / damage / disasters / accident/ incident anticipated by the Engineer in-charge that could seriously affect the safetyof persons/production of mine or part thereof.
- j) "Engineer-in-Charge" shall mean such officer or officers as may be designated, deputed or authorized, by the Company for the purpose of this contract and shall include Engineer-in-Charge's representative.
- k) "Erection" shall mean assembly / installation of entire plant including all civil, mechanical and electrical work by the contractor at the site.
- l) The "Final Certificate" in relation to a work means the certificate issued by the Engineer-in-Charge after the period of Liability is over.
- m) "General Manager / General Manager (Tech) / Deputy General Manager[Engg] / Dy.

General Manager (Met) shall mean the Officer so designated and shall include any other Officer authorized by the Company for the purpose of this contract.

- n) All “Headings” of the clauses herein contained and / or in any contract document are intended solely for the purpose of giving a broad indication of the contents of the clauses and not a summary of the contents thereof and are not intended as an aid to interpret the clauses.
- o) “Manager” means a person appointed in writing by Owner or Agent under Section 17 of Mines Act 1952 to be in charge of a mine.
- p) The “Modification/Alteration Order” means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alterations in the work.
- q) “N I T” means all documents forming part of this notice of inviting tender, including tender document.
- r) The “Period of Liability” in relation to a work means one year from the date of issue of completion certificate, during which the Contractor stands responsible for rectifying all defects that may appear in the work.
- s) The “Permanent Works” means and include works which will be incorporated in and form a part of the works to be handed over to the Company by the Contractor on completion of the contract.
- t) “Preparatory work” shall mean all such works whether excavation, construction, installation of equipment, cleaning up, temporary extension of track, pipe ranges, ventilation ducting etc. Required to be undertaken before actual start of work or part of work.
- u) “Project Manager” means any person appointed and authorized by the Contractor who will take decision at site independently during the execution of the contract.
- v) “Singular and Plural” in this tender document unless otherwise state specifically, the singular shall include the plural and vice-versa wherever the context so requires.
- w) “Site or Sites of Work” shall mean the place of work and shall include the land or place necessary for the purpose of access thereto and such other land and place as may be made available to the Contractor by the Company for temporary work or for other

purposes connected with the execution of the contract.

- x) "Specifications" shall mean the various technical specifications attached and referred to in the tender document. It shall mean all directions, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, and the material to be furnished under the contract for the work as may be amplified or modified by the Company or the Engineer-in-Charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of work.
- y) "Sub-Contractor" means any person or firm or Company to whom any part of the work has been entrusted by the Contractor, with the written consent of the Company and includes the legal personal representatives, successors and permitted assignees or firm or Company.
- z) "Supervision" means and shall include the successive control and directions given by the Contractor in relation to contract work, during the execution of the work and services.
- aa) "Temporary work(s)" shall mean and include all temporary work(s) of every kind required for the execution of the work as incidental and ancillary thereto.
- bb) "Tender" means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations, if any, held by the contractor with the Company and all communications submitted by the Contractor in confirmation thereto. The word 'Tender' shall mean the offer to perform the 'Contract'.
- cc) "Tenderer" means the person, firm or corporation submitting a tender against the notice of invitation of tender and includes his authorized agents or representatives. Tenderer shall mean 'Contractor' wherever the context so requires and vice-versa.
- dd) "Work or job" shall mean all or any portion of the entire activities to be performed under the contract in accordance with the plans, drawings and specifications, whether supplemented or not by the Company or the Engineer-in-Charge during the progress of execution of the activities by the Contractor by explanatory instructions or otherwise.
- ee) "Scheduled Items" means all items which have predefined quantities as per the schedule of scope of work.

1.4 QUALIFICATIONS OF TENDERER:

1. The bidder should be a Manufacturer / Authorized Dealer/ Relevant documents shall be uploaded for manufacturer / authorization certificate in case of dealer.
2. The bidder should have experience in supply of similar nature of the equipment. Relevant documents shall be uploaded in the tender like purchase order / work completion certificate etc.
3. The bidder should have in the five years' period i.e. FY 2020- 21, 2021-22, 2022-23, 2023-24, 2024-25 achieved in at least two years the turnover per annum not less than the Rs. 4.93 Crore. The Profit & Loss statement and turnover certificate issued by the Chartered Accountant shall be enclosed for above the five years.

1.5. COLLECTION OF DATA IS TENDERERS' RESPONSIBILITY:

- 1.5.1 Tenderer should, in their own interest, study the scope of work, scheme, drawings and specifications etc. and acquaint themselves with the site conditions, nature of strata etc.
- 1.5.2 The Tenderer shall be deemed, to have examined the tender document, satisfied himself of the adequacy of information, data etc. and known the scope and magnitude of work.
- 1.5.3 It will be presumed that Tenderer has visited and seen the site at which the work is to be executed and that tender is based on full knowledge of the working conditions prevailing at the site and locality, nature, availability of labour, material transportation facilities, probable site of camp, site office, stores etc. and the extent of lead and lift and all other factors involved in the execution of the work.
- 1.5.4 Any negligence or failure on the part of the Tenderer in obtaining necessary and reliable information upon the foregoing or any other matter affecting the job/work shall not relieve him from any liability or the entire responsibility for completion of the work at the scheduled/agreed rates and time in strict conformity with the tender document.

- 1.5.5 The Tenderer shall be deemed to have satisfied himself to the condition of all existing

structures, if any, and also have made local independent enquiries as for the sub-soil, sub-soil water and variation thereof, and all other similar matters affecting the work. He is deemed to have acquainted himself as to his liability for payment of taxes, levies, custom duty and other charges. Any information on any matter derived from these tender documents, including drawings and specifications as obtained from the Company shall not absolve or relieve the Tenderer from fulfilling all the terms and conditions of the contract, including execution of all work(s) which shall also cover incidental work(s) though not expressly mentioned in the tender document, but which, whether temporary or permanent, must evidently be required by reasons of the nature of the work included in the contract.

1.5.6 No verbal inference from conversation with any officer or employee of the Company shall in any way affect or modify any of the terms or obligations herein contained.

1.5.7 **Clarification of Tender Documents:** Prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Or it may be clarified at Pre Bid Meeting.

1.5.8 **Pre Bid Meeting.** The tenderer or his authorized representative is invited to attend a pre-tender meeting on line / off line which will take place at office of Dy. General Manager (Mats), Hutti Gold Mines Company Ltd Hutti. Lingasugur Tq, Raichur Dist Karnataka 584115 on the date notified in Kppp portal / newspaper. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The tenderer is requested to submit any questions in writing or by cable (material276339@gmail.com) to reach the Employer not later than one week before the meeting.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed, which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum.

Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer

1.5.9 **Amendment of Tender documents:** Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda. Any addendum thus issued shall be part of the tender documents and shall be communicated in e portal to all the purchasers of the tender documents. To give prospective Tenderers reasonable time in which

to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders.

1.6 SUBMISSION OF TENDER:

1.6.1 The Technical and Financial bids need to be submitted in Kppp portal only. Don't disclose any price matter in Technical Bid. The price details shall be indicated in Price Bid only as per e portal.

1.6.2 Documents and information: The Technical Bid submitted should incorporate the following: -

- a) Complete set of the tender document duly filled and signed by the Tenderer.
- b) Detailed scheme for executing the work along with type and number of equipment, the Tenderer proposes to deploy as per requirements.
- c) Detailed Time Schedule consisting of every activity including preparatory works in sequential manner starting from the date of acceptance of the tender.
- d) Details of work experience in respect of the tender.
- e) Turn-over and ITR details FY 2020-21, 2021-22, 2022-23, 2023-24, 2024-25.
- f) Copies of Profit & Loss statement, Balance Sheets for FY 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 shall be enclosed.
- g) The Tenderer should enclose certified copy of Valid PF registration number allocated by the PF authorities. However, the successful bidder shall obtain the EPF Sub-code from RPFC, Raichur, before submitting his first claim/ bill to the company.
- h) Tenders of Sick Companies and Companies referred to BIFR will not be considered.
- i) Tenders submitted by a party which is black listed by the Govt. agency will not be considered. Rejection in this regard can be done during course of tender also.

1.6.3 Delivery of Notice and Communication:

1.6.3.1 Tenderer is required to state in the tender about his address fully and correctly. All notices, communications to any Tenderer by the Company shall be deemed to have been duly performed if delivered or left at or posted to the Tenderer and shall be deemed to

have been so performed in the case of posting on the day on which they would have reached such address in the ordinary course of post and in other cases on the day on which they were so delivered or left.

- 1.6.3.2 All notices and communications addressed by the Company to the Contractor or by the Contractor to the Company concerning the work to be executed under the contract shall be in writing. Only those notices or communications which are in writing will be recognized.

1.6.4 Changes in the Management/Authorized Representative/ Constitution:

The Tenderer / Contractor shall inform to the Company forthwith any change in their i) Management, ii) Authorized representative and iii) In constitution in case of a firm.

1.7 COMPANY'S RIGHT TO REJECT THE TENDERS:

- 1.7.1 The Tenderer is expected to quote rate for each/all item after careful analysis of cost involved for the execution of each item considering all specifications and conditions of tender. This will avoid loss of profit or gain in case of curtailment of quantities/items or change of specifications for any item. In case it is noticed that the rates quoted by the Tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the tender. Unless the Owner is convinced about the reasonableness of the rates on scrutiny the analysis of such rates are to be furnished by the Tenderer on demand.
- 1.7.2 The Company reserves the right to reject any or all the tenders received or accept a tender either for the total work or part thereof, or to divide the work amongst two or more Tenderers, without assigning any reasons thereof and the Tenderer shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of the tender. If any part or the work under the scope of work of this tender document is not quoted for, the tender may be rejected by the Company.
- 1.7.3 Tenders otherwise than on the prescribed lines, form and pattern described herein are liable to be rejected.
- 1.7.4 Canvassing in connection with tender and / or tender containing uncalled for remarks or creating circumstances for acceptance of tender are liable to be rejected.
- 1.7.5 Acceptance of all the conditions of the tender document without any modification/addition will be preferred. Offer with any modification(s) and/or special

condition(s) of the Tenderer is liable to rejection.

- 1.7.6 Corrections and/or alterations in the offer are liable to be rejected, unless all such corrections and alterations are attested by the Tenderer. No erasures and/or over- writings are permissible.
- 1.7.7 Rates to be in Figures and Words:
The tenderers should quote the rates tendered by him in English as per specified unit of the item in the Kppp portal against each item and in such a way that the misinterpretation is not possible. The measuring unit specified for each item shall not be changed.

The Grand Total Amount for all the items under scope of work shall form the basis for arriving L-1 price.

1.8 REFERENCE TO PREVIOUS CONTRACTS:

Terms and conditions etc. be clearly specified and solely contained in the offer and not left for back reference to any previous contracts, if any, with the Company.

1.9 AGREEMENT:

- 1.9.0 In the case of L1 party refusing the offer, his EMD will be forfeited, Re-tender may be Floated.
- 1.9.1 It shall be the responsibility of the contractor to submit the signed copies of the agreement to the Gen Manager (Co- Ord) / Sr Manager (Mats) / Engineer-in-charge within one month of issue of Letter of Intent/Work Order whichever is earlier. Failure on the part of the Contractor to submit the same in time will lead to forfeiting of his EMD/ SD.
- 1.9.2 The written agreement governing the Contract, to be entered into between the Company and the contractor shall construe and shall operate as an Indian Contract in conformity with Indian Laws, and shall subject to the jurisdiction of the Courts at Raichur / Bangalore in the state of Karnataka.
- 1.9.3 It is expressly understood and agreed by and between contractor and HGML that HGML is entering into this Agreement solely on its own behalf and not on behalf of any other person

or entity. In particular, it is expressly understood and agreed that the Government of Karnataka is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HGML is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of contract Law. The contractor expressly agrees acknowledges and understands that HGML is not an agent, representative or delegate of the Government of Karnataka. It is further understood and agreed that the Government of Karnataka is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives releases and forgoes any and all actions or claims including cross claims, impleader claims or counter-claims against the Government of Karnataka arising out of this contract and covenants not to sue the Government of Karnataka in any manner, claim, and cause of action or thing whatsoever arising out of or under this Agreement.

- 1.9.4 It is specifically, distinctly and expressly understood and agreed between the parties hereto (I) that save as provided in this contract there is no understanding or agreement and (II) that the rights and obligation of the parties as well the performance of the Contract shall be governed by this Contract.

1.10 CO-ORDINATION OF WORK:

- 1.10.1 The Engineer-In-Charge will co-ordinate the work of various agencies engaged at site to ensure minimum interference of work carried out by other agencies. It shall be the responsibility of the Contractor to plan and execute the work strictly in accordance with the instructions of Engineer-In-Charge.

1.10.2 CO-OPERATION WITH OTHER CONTRACTORS:

In order to provide for the complete and proper execution of all phases of the work, the Contractor shall co-operate to the fullest extent with other Contractors and fully exchange all technical information with the Engineer-in-charge to obtain the most efficient and economical completion of the work. The Contractor shall confer with the Engineer-in-charge regarding details of pertinent phases of the work, which may affect the work to be performed under these specifications and shall schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other Contractors. The Engineer-In-Charge may direct that certain facilities be used mutually by the Contractor and by such contractor as per exigencies of the work. Decision of the Engineer-in-charge in this regard will be final.

1.11 SUB-LETTING OF WORK IN WHOLE OR PART:

- 1.11.1 The Contractor shall not assign the work or any part thereof any share of interest therein, or money due there under, or sub-let the work or any part thereof, or allow any person to become interested in the work or a portion thereof, in any manner whatsoever, without the prior permission in writing of the Company. Even in the event of sub-letting the work or any part thereof, if permitted by the Company; the fact that such permission has been accorded, shall not establish any contractual relationship between sub-contractor and the Company. The Contractor shall always remain responsible to the Company for the work being done by sub-contractor under his sole responsibility & at his own risk under the same conditions as if done by him.
- 1.11.2 The Sub-Contractor will have no claim whatsoever on the Company for the work done by him for the Contractor. All payments due for the work done and accepted by Company will be made to the Contractor only.
- 1.11.3 If the Contractor desires to sub-let any portion of the work, full details of the sub-contractor or sub-contractors proposed to be engaged by him shall be furnished along with the name and place of business of each sub-contractor and the nature of the work along with financial implication to be performed by each sub-contractor. The subcontractor shall fulfill all requirements (Clause 1.4) for executing the portion of the work.
- 1.11.4 The Contractor shall be responsible for all the acts of omission and commission of the Sub-Contractor. It shall be the responsibility of the Contractor to ensure that the Sub-Contractor follows all the relevant Laws for executing the work.

1.12 CONTRACTOR'S CAMP:

- 1.12.1 Suitable land with free access for construction of temporary houses and mess for contractor's employees shall be provided by the Company at free of cost. The Contractor may at his option, on lands owned or controlled by the Company and allotted to him free of cost for that purpose, maintain and operate camp(s) and mess halls for the convenience of his employees but patronage of such facilities shall be optional with the employees. The Contractor shall comply with all local statutory requirements with respect licenses, and

their regulations in connection with such camp(s) or services. The Contractor shall be responsible for maintaining his camp(s) in good order and for providing adequate and fair protection facilities. The land so provided shall be vacated after the completion of work in a neat and tidy condition, failing which the Company will get it done at Contractor's risk and cost.

1.12.2 The Contractor shall have no authority to establish or to lease the land so allotted to him or to issue concessions or permits of any kind to third parties for establishing commercial amusement or other establishments.

1.12.3 Adequate land shall be provided by the Company for construction of office, store and workshop on the surface if the contractor so desires at Hutti Mine.

1.13 CONTRACTOR'S SITE OFFICE:

The Contractor shall provide and maintain a Site Office on the land allotted by the Company for the office of his Project Manager and his staff and the office shall be open at a reasonable hours to receive instructions, notices or other communications. In case the Project Manager is transferred or leaves the site, the Contractor / Project Manager shall authorize and depute suitable person and inform the Engineer-In-Charge. / One site engineer shall be deputed full time until completion of the work.

1.14 WATER SUPPLY: Except to the extent to which responsibility may have been assumed express by the Company, the Contractor shall provide at his own expenses, at each point of work or other required places, adequate supply of potable water.

1.15 URGENT WORK: When any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) is required to be executed and the Contractor is unable or unwilling to carry it out at once, the Engineer-in-Charge may on his own or through other agency, carry it out as he may consider necessary. If the urgent work is such that the Contractor is liable under the contract to carry it out at his own cost, the expenses so incurred by the Company shall be recovered from the Contractor or adjusted or set-off against any sum payable to him.

1.16 MATERIAL OBTAINED FROM EXCAVATIONS:

1.16.1 Waste rock obtained from excavation at the site shall remain the property of the Company and shall be disposed off at the site allocated to him by the Engineer-In-Charge.

- 1.16.2 All fossils, coins and articles of antique value and interest found at the site shall be absolute property of the Company and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles and shall inform immediately upon finding thereof and before removal inform the Engineer-In-Charge with such finding and carry out the Engineer-in-charge's directions as to the manner of disposal of the same.
- 1.17 **SECRECY:**** The Contractor shall at all time keep confidential all information relating directly or indirectly to the work; either discloses to the Contractor and / or on behalf of the Company; or acquired by the Contractor during the course of performance of the contract. The Contractor shall not disclose such information to any third party without the Company's prior written approval. Any contravention of the provision of this clause will tantamount to breach of the Contract.
- 1.18 **PROGRESS EVALUATION MEETING:**** The Project Manager shall attend the progress evaluation meeting at mutually decided dates.
- 1.19 **PROGRESS REPORT:**** The Contractor shall submit daily progress report detailing the progress of execution of work and the number of persons deployed on various operations to the Engineer-in-Charge. The form and manner of such report shall be as prescribed by the Engineer-in-Charge.
- 1.20 **LABOUR RELATION:**** The Contractor shall not take any action in relation to handling his employees as may adversely affect the existing labour relations of the Company and cause dispute and unrest of the employees of the Company. If he does so, he is liable topay damages to the Company.
- 1.21 **CLEANING-UP:**** During the progress of the work, the Contractor shall keep the premises occupied by him in a neat and tidy condition and free from any unsightly accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly removeall his equipment, temporary structures and surplus construction material not to be used at ornear the same location during later stages of the work. Upon completion of the work and before the final payment is made, the Contractor shall at his own cost, satisfactorily dispose off or remove from the vicinity of the work and from all other lands made available to him by the Company; all construction plants, buildings, rubbish, unused material and other equipment and material belonging to him and shall leave the premises in neat and tidy condition. In the event of his failure to do so, the same may be removed and disposed off bythe Company at the Contractor's cost.

1.22 USE OF CONTRACT DOCUMENTS:

All documents, drawings and specifications, provided by the Company to the Contractor, shall be the property of the Company and they shall not be used on work other than those covered by the contract and shall be returned to the Company on completion of the work or termination of the Contract.

1.23 VALIDITY: Tender submitted by Tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid.

Chapter:2 TECHNICAL CONDITIONS

2.1 Technical Specifications of required equipment in brief:

Annexure A

80 TPH JAW CRUSHER

Design, Engineering, Supply, Erection, Installation & Commissioning and testing Including Civil work with connected equipment and other related works of 80 TPH Capacity Jaw Crusher in Primary crushing unit.

Required Makes: Metso/Mc Nally Bharath/Sandvik

Ore type : Biotite Schistz

Hardness of ore: 5 – 6 (Mohs Scale)

Bulk Density: 1.75 Tons/M3

Specific Gravity: 2.67

Feed Size: < 250 mm

Discharge (Product) Size: < 65 mm

Motor: Suitable Capacity to Crusher

Type: Sq Cage 415 V +/- 10 %, 3 Ph, 50 Hz +- 3%

Make: Siemens/CG/Bharat Bijlee

Soft Starter: Allen Bradley/ABB Make

With Lube Pumps, Piping, Motor,
Soft Starter, Pulley belts, Cable,

Foundation Bolts, Shims, Plus all other accessories required for the smooth Commissioning of the Crushing System, Etc

The machine should be able to fit on our existing foundation area and to be placed with new civil foundation, with minimum alterations.

Note:

- A. Only those offers will be considered who can replace the crusher with minimum Alterations to the existing foundation.
- B. Three sets of O & M Manual should be supplied along with the crusher.
- C. Two Years Emergency Maintenance spares to be supplied along with the equipment and the list should be shown in the Offer.

Technical Data

- Type – Jaw crusher
- Application – Mineral Processing
- Nominal speed – 270 rpm
- Motor power – 75 kw
- Moment of inertia – 610 kg/cm²
- Max. feed opening – 0.89 x 0.66 m
- CSS min - max^a – 50 to 175 mm
- Nominal Capacity – 85 to 320 tonnes/h

Design, Engineering, Supply, Erection, Installation & Commissioning and testing of 80 TPH Jaw Crusher in Primary Crushing unit		
The Jaw Crusher Recommended Parts List for 2 years maintenance to be supplied by the tenderer.		
SL. NO.	PART DESCRIPTION	QUANTITY IN NOS
1	Cheek plate, upper	8
2	Cheek plate, lower	16
3	Screw for cheek plate	144
4	Nut for cheek plate	144
5	Washer	24
6	Flexible washer for cheek plate	48
7	Steel washer	12
8	Jaw plate Stationary / Moveable	8

9	Clamping bar, stationary & Moveable	16
10	Screw clamping bar, stationary	32
11	Screw clamping bar, Moveable	16
12	Nut for clamping bar	48
13	Lock nut for clamping bar	48
14	Washer	8
15	Flexible washer	16
16	Support bar stationary	4
17	Support bar moving	2
18	Screw Support bar stationary	30
19	Screw Support bar Moveable.	30
20	Lock nut for Support bar	30
21	Washer for Support bar	30
22	Deflector plate	2
23	Toggle plate	2
24	Toggle Seat, upper / Lower	4
25	Toggle Seat holder	1
26	Toggle seat retainer	4
27	Side block	4
28	Pin for retraction bar	2
29	Retraction rod	4
30	Compression spring	2
31	Wear plate 6 mm stationary/moving side	2
32	V-belts as per size required	6

2.2. CONTRACTOR TO MAKE HIS OWN ARRANGEMENT FOR SUPPLIES:

2.2.1 The Company shall not be responsible or liable in any way for the supply of the equipment, articles, materials or stores of any description.

2.2.2 Issue of Material: Nill

2.3 MATERIAL RE-CONCILIATION:

2.3.1 NA.

2.4 CONTRACTORS PLANT, EQUIPMENT. EMPLOYEES & METHOD OF WORK.

- 2.4.1 Contractor shall arrange his own tools, tackles, plants and equipment for execution of the work.
- 2.4.2 The Company shall not be responsible or liable in any way for the supply of equipment, articles, materials or stores of any description excepting those in respect of which responsibility is specifically assume. The contractor shall make his own arrangements at his own cost, for personnel, equipment, material handling, further transport, construction tools and appliances and implements, scaffolding and temporary work, workshop facilities, watch and ward, lighting facilities, procurement of all permits and license necessary for the execution of the work, and all other facilities of every description which (under the contract are to be provided) are necessary for the satisfactory performance of the contract, and that the rates quoted by him and accepted by the Company shall consist full compensation to the contractor thereof.

The Contractor shall also provide without charge the requisite number of persons with the means and material necessary for the purposes of setting out work and for counting, weighing, and assisting in the measurement and/or for inspection at any time during the execution of the work, failing which the same may be provided by the Engineer-in-Charge at the cost of the Contractor and the same may be deducted from any money due to the Contractor under the Contract, or from his Security Deposit or from the proceeds of sale of the same, or a sufficient portion thereof.

The Contractor shall also provide all necessary provisions under Mines Act 1952, 1961 and relevant Rules and Regulations, and is liable to pay for damages arising due to non-compliance and shall be bound to bear the cost of defense of every suit action or other legal proceedings that may be brought by any person for injury sustained due to non-compliance of the above provisions, and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid in connection with any compromise or claim by such person.

- 2.4.3 The Plant and equipment provided by the Contractor and his methods and organization for executing the work shall be in conformity with the provision of Mines Act 1952, Mines Rules 1955 and Metalliferous Mines Regulations 1961 and any instructions specifically given by Statutory Govt. authorities the Company and / or Engineer-in- Charge and shall be so carried out by taking all precautions for safety reasons.
- 2.4.4 The Contractor shall give full information in advance as to his plans for carrying out each part of the work to the Engineer-in-Charge. At any time before the commencement or during the progress of work, if it appears to the Company that the organization of the

Contractor is insufficient / inadequate to deliver the progress/ quality of work, as required, the Company may order the Contractor to change or improve his plant, equipment, facilities methods or organization and the Contractor shall promptly comply with such orders but compliance with in such orders shall not relieve the Contractor of his obligations to secure the degree of safety, the quality of work and the rate of progress required under the contract. The Contractor alone shall be responsible for the operation, maintenance, safety and adequacy of his plant, equipment and method.

- 2.4.5 In this project only heavy equipment such as Crusher, earth movers, Tippers etc. shall be used for crushing and transportation. Usage of such machineries in underground will be subject to DGMS approval. In this regard, HGML will assist the contractor for making the application in DGMS portal as per statute. Once the application is submitted, it will be responsibility of the contractor for its necessary follow up and to provide any other details as called for by DGMS.
- 2.4.6 Not getting permission of equipment from DGMS in due time, will not be considered as approved time delay, unless the reason thereof is attributed to HGML.

2.5 SUPERVISION OF WORK BY CONTRACTOR & CONTRACTOR'S AGENT AND HIS SUPERVISING STAFF AT THE WORK SITE.

- 2.5.1 The Contractor shall have the sole and exclusive responsibility for supervision of the work and all workmen engaged therein. It shall also be obligatory on the part of Contractor to keep statutorily qualified personnel.
- 2.5.2 The Contractor shall name and depute a qualified person as Project Manager with sufficient experience in carrying out work of similar nature, to whom the equipment, material, if any, shall be issued and instructions for work shall be given.
- 2.5.3 HGML Shift-in-Charge in the shift can be contacted for any emergency / exigency for work during a shift.
- 2.5.4 The Contractor is expected to employ only Indian Nationals. In case foreign expert(s) is / are required to be engaged, it should be specifically mentioned in the offer, but no foreign exchange will be payable by the Company. Wherever practicable, skilled/semi-skilled (if available) and unskilled personnel are to be recruited locally.

2.6 Machine Foundation :-

The scope of work for machine foundation includes geotechnical investigation, site analysis, machine data assessment, foundation design, vibration isolation, materials selection, construction, testing, and maintenance planning to ensure the foundation safely supports the machine's static and dynamic loads, controls vibrations, and prevents adverse effects on surrounding structures.

2.6.1 :- Primary and site investigation.

- Geotechnical Investigation:- Assess soil properties (strength, dynamics) through laboratory and field tests to determine the soil's bearing capacity and dynamic characteristics
- Site Survey: - Evaluate site conditions, including topography, existing structures, and potential environmental factors.

2.6.2 :- Machine Data Assessment

- Machine Specifications: - Obtain all relevant data from the machine vendor, including static and dynamic loads, weights, operating speeds, critical speeds, and vibration characteristics.
- Operating Requirements:- Understand the machine's operational needs and tolerances for vibration, settlement, and alignment

2.6.3 :- Foundation Design & Engineering

- **Load Calculations:** Calculate both static loads (weight of the machine and foundation) and dynamic loads (from the machine's operation).
- **Vibration Analysis:** Design the foundation to prevent resonance by ensuring the system's natural frequency is far from the machine's operating speed.
- **Vibration Isolation:** Incorporate vibration isolation systems (e.g., isolation gaps, vibration dampers) to prevent harmful vibrations from transmitting to the machine and surrounding structures.
- **Structural Design:** Design the foundation for strength and stiffness to prevent tilting or excessive movement.
- **Material Selection:** Select appropriate materials (e.g., concrete, reinforcing steel) and specify their properties to meet design requirements.

2.6.4 :- Construction

- **Excavation & Preparation:** Prepare the site and excavation for the foundation.
- **Reinforcement & Concreting:** Install reinforcing steel and pour concrete according to the design specifications.
- **Anchor Bolt Installation:** Accurately place and secure anchor bolts for machine installation.

2.6.5 :-Testing & Commissioning

- **Load Tests:** Conduct tests to verify the foundation's capacity and structural integrity under load.
- **Vibration Monitoring:** Monitor the system for vibration levels after installation to ensure they meet specified criteria.

2.6.6 Operation & Maintenance

- **Maintenance Plan:** Develop a plan for periodic inspections, bolt retightening, and other maintenance to prevent foundation issues over time.
- **Troubleshooting:** Provide detailed troubleshooting information in the operational manual

2.7 INSPECTION OF WORK:

- 2.7.1 The Engineer-in-Charge or his representative will have full power and authority to inspect the work at any time wherever work is in progress either on the site or at the Contractor's premises/workshop wherever situated, premises / workshop of any person, firm or corporation where work in connection with the contract may be in hand or where material are being or are to be supplied & the Contractor shall afford or procure for the Engineer-in-Charge or his representative every facility and assistance to carry out such inspection. The Contractor shall at all time during the usual working hours & at all other times at 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, either himself be present to receive orders & instructions or have a responsible agent duly accredited in written be present for the purpose.
- 2.7.2 No material shall be dispatched from the Contractor's stores before obtaining the approval in writing from the Engineer-in-charge.
- 2.7.3 The Contractor shall work as per Mines Act 1952, Rules and Regulations made there under applicable to the work and circular and direction given by Directorate-General of Mines Safety, Dhanbad from time to time. The Contractor shall provide all personal safety equipment like Helmets, Boots, Shin guards, Hand gloves, Dust masks, Safety goggles etc. to their employees.

2.8 TESTS FOR QUALITY OF WORKS:

All workmanship shall be of the respective kinds described in the contract document and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time. The Contractor shall provide necessary labour and material as are normally required for examining, measuring and testing any workmanship as may be required by the Engineer-in-charge.

Chapter 3 LEGAL CONDITIONS

3.1 INTERPRETATION OF CONTRACT DOCUMENTS:

The provisions of the conditions of various chapters of this N I T shall prevail over those of any other documents forming part of the contract. Should there be any discrepancy, inconsistency, error and omission or any of them arises in the contract, the matter may be referred to the Engineer-in-Charge, who shall give his decision and issue instructions to the Contractor directing the manner in which the work is to be carried out. The decision of the Engineer-in-Charge shall be conclusive and final and the Contractor shall carry out the work in accordance with the decision of the Engineer-in-Charge.

3.2 LEGAL CONDITIONS TO OVER RIDE OTHER CONDITIONS:

- 3.2.1 General conditions, technical conditions, financial conditions, specifications of work, drawings and any other documents forming part of NIT shall be read in conjunction with legal conditions.
 - 3.2.2 Notwithstanding the sub-division of the documents into these chapters, every part of each chapter shall be deemed to be supplementary to and complementary of every other part.
 - 3.2.3 The general conditions, technical conditions, financial conditions (scope of work) and special condition(s), if any, will be subservient to legal conditions.
- 3.3** Wherever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so whether payment for that work is indicated or not.

3.4 CHANGE IN WORK:

- 3.4.1 The quantities set out in Scope of Work are indicative/estimates for quantity of work. Actual quantities may vary to some extent on detailed design. The Company reserves the right to award the work in total or in parts to one or more Tenderers at same or different times.
- 3.4.2 The Company may without invalidating the contract and without notifying the Contractor's sureties, if any, required by the Contractor to perform extra items or quantities of work not included in the Scope of Work, can make changes within the general scope of the work covered by the contract or otherwise vary the work. The Contractor shall perform such extra items or quantities of work or comply with such changes, variations in the manner and to the extent specified in written orders of the Engineer-in-Charge.
- 3.4.3 Any extra quantity of work ordered by the Company / Engineer-in-Charge and executed by the Contractor, for which rate shall have been provided for in the Scope of Work, and the amount shall be paid for at such rate.

3.5 RESTRICTIONS OF WORKINGS:

Contractor is allowed to work round the clock. However, in case the Contractor desires to work on any weekly days of rest or holidays, prior permission from the Engineer-in-charge should be obtained. No delay charges will be paid for such delays due to weekly days of rest or holidays or important maintenance job being done.

3.6 RESPONSIBILITY OF THE CONTRACTOR:

- 3.6.1 The Contractor shall supply to each of the workers engaged by him a valid identity card. The identity card so supplied shall bear the workman's name, designation, signature, and attested copy of photograph and age. The Contractor shall ensure that his employees always carry with them their valid identity cards while on duty. The workers may not be permitted to perform the work in case they do not carry valid identity cards.
- 3.6.2 The Contractor prior to the commencement of the work shall notify to the Company regarding the working hours, weekly day of rest, date of wage payment, rate of wage to be paid by him to the workers. The same should also be displayed in the local language known to the workers at the place of work in legible conditions.
- 3.6.3 The Contractor shall not engage any child and adolescent in any work. The contractor shall not engage workman unless he proves his age whenever necessary supported by Medical

Certificate. The Contractor shall ensure written declaration of the age of the workmen in the identity card and in the muster roll and will deploy the workers in the mine only after the workers have undergone vocational training under Vocational Training Rules.

- 3.6.4 The Contractor shall be responsible for the safety of his employees in all phases of the work and shall provide and enforce the use of such guards, safety boots, helmets, goggles and other safety gadgets as may be required under Metalliferous Mines Regulations 1961.

In case of non-compliance the Engineer-in-Charge may provide the same and recover the cost from the Contractor. The Contractor shall intimate to the Engineer-In-Charge & Mines Manager immediately about the occurrence of any accident and shall make arrangements to render all possible assistance to the involved employees.

3.7 CONTRACTOR'S SUBORDINATES, STAFF & THEIR CONDUCT:

The Contractor shall be responsible for the proper behavior of all the supervisory staff and workmen and shall exercise a proper degree of control over them. The Contractor shall prohibit and prevent any employee trespassing or acting in any way detrimental or prejudicial to the interest of the community. In the event of such trespassing by his employees, the contractor shall be fully responsible and relieve the Company of all consequent claims or actions. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final.

3.8 TIME OF PERFORMANCE:

- 3.8.1 The work covered by the contract shall be completed within the time period defined in the scope of work. The Contractor should attach the schedule of work detailing mobilization, preparatory works and horizontal development work etc.
- 3.8.2 Request for upward revision of completion time after the tenders is opened, will not be considered.
- 3.8.3 Extension / Reduction in Completion Time: The completion time will be proportionately increased / decreased depending upon increase / decrease in quantities of work. The Contractor shall adhere to the order of procedure and sequence stated in the Time Schedule unless he obtains the written permission of the Company or Engineer-in-Charge to vary such order of procedure or sequence. However, in an emergency which threatensthe safety of the workings or of persons or other property, the Contractor may

carry out such work as are necessary to meet the emergency without the previous consent and a request should be submitted to the Engineer-in-Charge as soon as possible.

- 3.8.4 The Contractor shall submit to the Engineer-in-Charge daily progress report in a form approved by the Engineer-in-Charge.

3.9 FORCE MAJEURE:

If at any time, during the continuance of the contract, the performance in whole or in part by either party (sub-contractor excluded) of any obligation under this contract shall be prevented or delayed by reasons of any War, Hostility, Acts of Public enemy, Civil Commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, lock outs, pandemic and Acts of God (hereinafter referred to as 'Event') then provide a notice of the happening of any such event is given within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract. Work shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

3.10 TIME EXTENSION:

- 3.10.1 Time extension may be considered on the following:- When the complete work is suspended on account of -
- i) Force Majeure as defined in Clause 3.9,
 - ii) D.G.M.S. Restriction provided that the same is not due to Contractor's fault. However, no extension of time will be granted if the work is suspended by the Engineer-in-Charge for violation of rules and regulations affecting safety of the workmen by the Contractor.
- 3.10.2 The completion time will be suitably increased on account of: -
- a) Extra work
 - b) Major modification and revision of work quantities or scope of work.
- 3.10.3 If the Contractor desire an extension of the time on the ground of his having been unavoidably hindered in its execution, he shall inform about delays and hindrances by way of daily progress report on the next day and consolidated monthly report is made for time extension within next one month.
- 3.10.4 No time extension will be granted for any rectification work.

3.11 POWER OF THE ENGINEER-IN-CHARGE TO ORDER SUSPENSION OF WORK:

- 3.11.1 The Engineer-in-Charge may, as he deems fit, by giving directions in writing and without invalidating the contract, order the Contractor to suspend the work or any part thereof for such time and for such reasons as he may consider necessary. The Contractor shall not, after such directions to suspend the work or any part thereof has been given, proceed with the work or part thereof until he receives a written order from the Engineer-In-Charge to do so. In the event of such suspension, the Company may, under the provision of the contract, extend the time for completion of the work or part thereof by such period as it may consider reasonable; provided the suspension is not due to violation of Regulations by Contractor. The decision of the Company in the matter shall be final and binding on the Contractor.
- 3.11.2 The work or any part thereof shall not be suspended by the Contractor in any circumstance without prior knowledge and approval of the Engineer-In-Charge excepting accident(s) involving loss of life or serious bodily injury. If the Contractor proposes to suspend the work or any part thereof, he should report to the Engineer-In-Charge furnishing the reasons necessitating such suspension(s) of work in detail, and should obtain his prior written order before such suspension(s).
- 3.11.3 If it appears to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskillful workmanship or with material or articles of unsound or of a quality inferior to the requirement of the contract, the Contractor shall on order in writing from the Engineer-in-Charge, rectify or remove and reconstruct the work forthwith so specified in whole or in part as the case may be, remove the materials or articles at his own cost notwithstanding that the same may have been passed, certified and paid for. In the event of this failing to do so within a period as specified by the Engineer-In-Charge in his aforesaid order then Engineer-in-Charge may rectify, remove, reconstruct and/or re-execute the work or remove and replace with other material or articles as the case may be at the risk and cost of the Contractor.

3.12 FAILURE OF THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

- 3.12.1 If the Contractor doesn't commence the work in the manner stipulated in the contract or

if he shall at any time in the opinion of the Engineer-in-Charge:-

- a) Fails to carry on the work in conformity and diligence with the contract, or
- b) Fails to carry on the work in accordance with the Time Schedule, or
- c) Substantially suspends any part of the work(s) for a period of 14 days without authority from the Engineer-in-Charge, or
- d) Fails to carry on and execute the work(s) to the satisfaction of the Engineer-in-Charge or
- e) Fails to supply sufficient or suitable construction Plant, temporary works, labour, material or things.
- f) Commits or suffers or permits any other breach of any of the provisions of the contract (on his part to be performed or observed) or persists in any of the above-mentioned breach of the contract for fourteen days after notice in writing shall have been given to the Contractor by the Engineer-In-Charge requiring such breach to be remedied, or
- g) If the Contractor abandon the work(s) or
- h) If the Contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permits any execution to be levied or go into liquidation other than for the purpose of amalgamation or reconstruction then in any such case.

The Company shall have the power to terminate the contract and enter upon the work(s) and take possession thereof and of the material, plant, equipment and machinery, temporary works, construction plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the work(s) by his agents, other contractor or workmen, or to re-let the same upon any terms and to such other person, firm or corporation as the Company in its absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any material, temporary works, plant, equipment and machinery and stock as aforesaid of the contractor without making payment or allowance to the Contractor for the said material, other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of the temporary works, construction plant and stock being liable for any loss or damage thereto, and if the company shall by reason of his taking possession of the work(s) or of the work(s) being completed by other contractor (due account being taken on any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-In-Charge shall be deducted from any money which may be due for work done by the Contractor under the contract and not paid for and/or Security Deposit. Any deficiency shall be forthwith made good by the Contractor. In case the contractor's balance amount available with the company is insufficient to cover the deficiency of the contractor, the Company shall have power to sell, in such manner and for such price as it thinks fit, all or any of the construction plant, material etc. or other belongings of contractor to adjust from the

proceeds of the sale.

- 3.12.2 The money that may have been due to the Contractor on account of work executed by him shall not be payable to him before the expiry of six (6) calendar months reckoned from the date of termination of the contract or from the taking over the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work under the contract will be exclusively with the Contractor and such money shall be subjected to deduction of all amount due from the Contractor to the Company, whether under the terms of the contract or otherwise, or required to be retained by the Company.
- 3.12.3 Any waiver by Company of any breach of the terms or conditions of the contract shall not constitute a waiver of any subsequent breach of the same.
- 3.12.4 Any failure by the Company at any time or from time to time to enforce or require strict performance by the Contractor of any of the terms and conditions of the contract, shall not constitute a waiver by the Company of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way or the right at any time to avail himself of such remedies as he may have for any such breach or breaches of such terms or conditions.
- 3.12.5 Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breaches thereof.

3.13 ACTION WHEN THE SECURITY DEPOSIT IS LIABLE TO BE FORFEITED.

- 3.13.1 In any case in which under any clause(s) of this contract, the Contractor will have rendered himself liable for compensation amounting to the whole of his security deposit (whether paid in one sum or deducted in installments or by Bank Guarantee), the Company shall have power to adopt any of the following courses, as best suited to the interest of Company:-
 - a) To rescind the contract (for which rescission notice in writing is issued to the Contractor by the Engineer in-charge with conclusive evidence) is absolutely at disposal of the Company. In case of rescission, the Contractor shall not be entitled to recover or to be paid any sum for any work performed, unless and until the Engineer-in-Charge certifies in writing the performance of such work and the value payable in respect thereof and he shall be entitled to receive the value so certified only.
 - b) Company may employ labour, plant, equipment and machinery and supply material to

carry out the work or any part of the work debiting the Contractor with the cost of the labour, the price of the material and over-heads. A certificate of the Company or the Engineer-in-Charge as to value of the work done shall be final and binding upon the Contractor.

- c) To measure up the work of the Contractor and to take such part thereof as is not executed and give it to another agency for completion. In that case any expenses which may be incurred in excess of the sum, which would be payable under the contract, if the work would have been executed by him, (the certificate in writing of the Engineer-in-Charge shall be final and binding) shall be borne and paid by the Contractor.

In the event of the above course being adopted by the Company or the Engineer-in-Charge the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material, machinery or entered into any arrangements, or made any advance on account of or with a view to the contract.

- 3.13.2 Contractor remains liable to pay compensation if action not taken under clause 3.13.1 In any case in which any of the powers conferred on or vested in the Company or the Engineer-In-Charge by clause above hereof shall have become exercisable and the same shall have not been exercised thereof, shall not constitute any waiver of the conditions thereof, and such power shall be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the Contractor for past and future compensation payable to the Company under the provisions of the contract shall remain unaffected.

3.14 RIGHT OF WAY:

The right of way for the execution of the work will be provided by the Company.

3.15 USE OF COMPLETED PORTIONS:

Whenever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and the Company requires using such work, the Company may take

possession for use, or use the work or any part thereof, provided the same does not hinder work of Contractor.

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

3.16 ACTS, RULES AND REGULATIONS:

- 3.16.1 The Contractor shall keep himself fully informed of and acquainted with all Acts, Rules, Regulations and Ordinances, Circulars and instructions there under in any manner affecting those engaged or employed on the work or the material and machinery used in the work or in any way the operations covered by the contract and of all Orders and Decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the contract or in the drawings or specifications herein referred to, in relation to any such Act, Rules, Regulations, Ordinances, Circulars, Orders and Decrees, the Contractor shall forthwith report the same in writing to the Engineer-in-Charge. The Contractor shall at all times himself observe and comply with all Acts, Rules, Regulations, with latest amendments and Orders and Decrees of competent courts or tribunals having jurisdiction.
- 3.16.2 The Contractor shall be bound to give all Notices necessary for execution of the work and of all operations covered by the contract and as may be required by the relevant Act, Rules, Regulations, Ordinances, Orders and Decrees etc. and to pay all fees, taxes, and duties to respective authorities.
- 3.16.3 The Contractor shall conform to all Laws governing the workmen engaged, directly or through a sub-contractor and implement the provision of Mines Act, PF Act, Gratuity Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Contract Labour (Regulation and Abolition) Act, the Indian Explosives Act, M.T.W. Act and Rules & Regulations framed there under with latest amendments and also provisions of any other Law as may be applicable for operation and for carrying out the contract.

The successful bidder shall obtain the EPF Sub-code from RPFC, Raichur before submitting the first claim/ bill to the company.

If any amount becomes payable by the Company as a result of any claim or application in terms of the provisions of the relevant Acts, Rules, Regulations, Ordinances, Orders and Decrees, such amount shall be recovered from the Contractor by the Company.

- 3.16.4 The Contractor shall maintain and produce the relevant records, as per the provisions of the aforesaid Acts, Rules, Regulations and Ordinances, on demand to Statutory Authorities or to the authorized Officials of the Company and any failure on the part of the Contractor in this regard will be deemed as breach of the contract. The Contractor shall also file return to concerned authorities periodically.
- 3.16.5 The Contractor shall arrange to provide vocational training to the persons employed by him (and his sub-contractor) as per the provisions of Mines Vocational Training rules 1966, in consultation with the Engineer-in-Charge. The training will be imparted at cost by the Company in Vocational Training Centre and the Contractor has to make the payments to his employees as per the above-mentioned Rules.
- 3.16.6 Prior to the employment, each worker likely to be engaged by the Contractor should be medically examined and only medically fit persons shall be engaged to work.
- 3.16.7 The Contractor should ensure that all the workers engaged by him undergo periodical medical examination. For the medical examination the necessary facilities shall be provided by the Company at HGM Hospital at Hutti and the Contractor shall bear all the expenditure. The Contractor shall not keep in employment any person who is declared medically unfit during any of the medical examination(s).
- 3.16.8 The Contractor shall comply with all the recommendations made at the 10th & 11th Conference on Safety in Mines regarding contractual work and the responsibilities of a contractor enumerated therein.
- 3.16.9 The contractor shall formulate and submit to the company for approval before commencement of work the Safe Operating Procedures (SOP) for all activities to be carried out by him under this contract. Copies of the approved SOPs shall be provided by the contractor to his supervisory staff and machine operators.

3.17 MATERIAL AND WORKMANSHIP:

- 3.17.1 Unless otherwise specified all references in the specification of ISI / BIS designation or other standards shall refer to the latest edition of the publications on the date of tender. Where that job specifications stipulate requirements in addition to these contained in the

standard codes, addition requirement shall also be satisfied.

- 3.17.2 All electrical equipment, wiring and provisions for the supply of power and lighting at work site and camp(s) shall conform to the relevant standard laid down in the Indian Electricity Act and Rules framed there under and should be maintained by authorized Electrician / Supervisor.

3.18 WORKMEN'S COMPENSATION / INSURANCE:

- 3.18.1 Before commencement of the work, the Contractor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the contract at his own cost. This insurance coverage should continue till completion of the entire scope of work covered under the contract. Whenever required, the Contractor will produce to Owner the policy and premium receipt of the said insurance. All claims in the said Policy shall be lodged and pursued by the Contractor & Owner will not have any liability in this regard.
- 3.18.2 The Contractor shall be responsible for and shall pay compensation to his workmen which would be payable for injuries due to accidents and / or for Notified and Compensable diseases under the Workmen's Compensation Act 1923, hereinafter called the said Act. If such compensation is paid by the Company as principle employer under sub-section(1) of the section (12) of the said Act, such compensation shall be recovered by the Company from his security deposit or from any sum which may be due or may become due to the Contractor on any account whatsoever.
- 3.18.3 The Contractor shall keep first aid facilities and provisions as required under Mines Rules, 1961 (with latest amendment) at the work site. All portions of the work shall be maintained neat, clean and sanitary conditions at all time. Toilets shall be provided by the Contractor where needed for use of their employee on the work as per requirements of Mines Rules, 1995 with latest amendments.

3.19 CONTRACT LABOUR (REGULATION AND ABOLITION) ACT AND RULES:

- 3.19.1 The Contractor please note that, payment will not be released unless he obtains the license required under the Contract Labour (Regulation and Abolition) Act 1970 and Rules framed there under (This is applicable if the Labours at site exceeds beyond 20).
- 3.19.2 The Contractor shall intimate the number of persons likely to be engaged by him for the performance of the Contract to the Engineer-in-Charge.

- 3.19.3 Persons engaged by the Contractor in connection with the performance of the contract, shall be employees of the Contractor and if any claim lodged against the Company in respect of non-payment of wages or remuneration etc. of any description, due from the Contractor to these employees or any failure on the part of the Contractor in the discharge of payment to his employees, such amount will be recovered from the Contractor.
- 3.19.4 Information required under provision of Contract Labour (Regulation & Abolition) Act and Rules framed there under shall be given to the HR Department through the Engineer-in-Charge.

3.20 PUBLIC SAFETY:

The Contractor shall so conduct his operations as not to close or obstruct any portion of any highway, road, water course or other property until permits thereof have been obtained from the respective authorities. If any of the above are required to be kept close, the Contractor shall at his own cost execute such work and provide such temporary guards, lights and other signals as will be acceptable to the authorities having jurisdiction.

3.21 SAFETY, SANITARY AND MEDICAL REQUIREMENTS:

- 3.21.1 The Contractor shall promptly and fully comply with relevant Act, Rules and Regulation and other statutory directions and provide sanitary and medical requirements, prescribed by Law or by the Company / Engineer-in-Charge for proper work, safety, and health of the employees and of the local communities. In case of such non-compliance of the Contractor, the same may be provided by the Engineer-in-Charge at the Contractor's cost.
- 3.21.2 **FIRE PREVENTION:** The Contractor shall take all reasonable precautions to prevent breakout of fire of any nature in the place or in the vicinity of his operations. He shall be responsible for all damages due to fire directly or indirectly attributable to his own activities or of his employees or to the activities of his sub-contractor(s) or his/their employees.
- 3.21.3 **PROTECTION OF WORK:** The Contractor / sub-contractor / their employees shall protect the work/excavations/equipment existing installation and material belonging to the Company from damage until the issuance of final certificate to the satisfaction of the Engineer-in-Charge. Should any damage occur, due to negligence of the Contractor, he shall repair it at his own cost, to the satisfaction of the Engineer-in-Charge.

3.22 PATENTS & ROYALTIES:

The Contractor, if licensed under any patent covering equipment, machinery, material or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fee which may be due with respect thereto. If any equipment, machinery, material composition of matter to be used or supplied or methods and processes to be practiced or employed in the performance of this contract is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery, material, composition, method or processes shall obtain such licenses and pay such royalties and license fee as may be necessary for performance of this contract.

In the event the Contractor fails to pay such royalty or obtain any such license, any suit for infringement of such patent which is brought against the Contractor or the Owner as a result of such failure, will be defended by the Contractor at his own cost and the Contractor will pay any damage and costs awarded in such suit. The Contractor shall promptly notify the Owner if the Contractor has acquired knowledge of any equipment, machinery, material, process methods to be supplied hereunder. The Contractor agrees to and does hereby grant to Owner, together with right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty free license to use in any country, any invention made by the Contractor or his employees in or as a result of the performance of the work under the contract.

3.23 INDEMNITY:

- 3.23.1 No Director, or Officials or employees of the Company shall in any way be personally bound or liable for the acts or obligations of the Contractor under the contract or answerable for any default or omission in the observance of performance of any of the acts, matters or things which are herein contained.
- 3.23.2 The Contractor shall at all times, indemnify and keep indemnified the Company and the Engineer-in-Charge against any claim and hold them harmless from any and all liabilities for death, bodily injury and/or damages resulting from or arising out of or in any way connected with the operations covered under the contract and he shall make good all losses and damages arising there from. In case the Company or the Engineer-in-Charge incur any cost, expense or loss on account of any claim, demand or cause of action brought against them and arising out of the operations covered by the Contract, the Company shall recover such cost, expense or loss from the Contractor.

The Company shall have power, without being bound to do so, to defend, contest or

compromise any such claim, demand or cause of action and any amount that may become payable by the Company and any expense that may be incurred by the Company on this behalf, shall also be recoverable from the Contractor.

- 3.23.3 The Contractor shall, at all times, indemnify and keep indemnified the Company and the Engineer-in-charge and hold them harmless against any claim or demand which may be made arising out of any or demand which may be made arising out of any use of existing patents, or alleged infringement of such patent or of other patent rights committed by the Contractor in carrying out the operations covered by the Contract and against all acts, suit proceedings, claim, cost and expense whatsoever, which may be lodged against or incurred and become payable by the Company in respect thereof.

3.24 DECISION OF EXECUTIVE DIRECTOR IS FINAL:

Except where otherwise specified in the contract, the decision of the **Executive Director**, Hutti Gold Mines shall be final conclusive and binding on all parties to the contract, upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or material used on the work, as to any other question, claim, right, matter or thing whatsoever arising out of or in relation to the Contract or any conditions concerning the work, or the execution or failures to execute the same, whether arising during the progress of work or after the completion or abandonment thereof.

3.25 ARBITRATION:

As per GOk FD circular no; Fd1066 exp12/2016 dated 20/03/2017 and rule 29(b) of KTPP rules 2000, the secretary to GOVT. C&I dept for the Appeal cases.

Chapter 4 FINANCIAL CONDITIONS

4.1 EARNEST MONEY DEPOSIT:

The tenderer is required to pay an Earnest Money in e- portal only as per e- procurement norms.

4.2 The earnest money deposit shall be returned to the Tenderer when

- a) "NOTICE INVITING TENDER" is withdrawn or cancelled by Company (which it shall have right to do at any time).

- b) Tender has not been accepted by the Company, but only after the validity of the offer has expired, and
 - c) Tender has been accepted by the Company and after the receipt of security deposit. If the Contractor so desires, the earnest money can be adjusted towards security deposit.
- 4.2.1 Interest will not be accrued on earnest money deposit.

4.2.2 FORFEITURE OF EARNEST MONEY:

The earnest money may be forfeited without prejudice to the other rights and remedies of the Company in the event of: -

- a) The Tenderer failing to keep his tender valid as mentioned in clause 1.23 (Validity).
- b) Failure to execute a formal agreement with the Company as per Clause 1.9 (Agreement) or failure to deposit the security deposit as per Clause 4.4.

Notwithstanding the forfeiture of the earnest money, the Company shall have the right to make other arrangement for execution of the work at the risk and cost of the selected Tenderer, without prejudice to such other rights and remedies as the Company may have against the Tenderer.

4.3 TAXES, DUTIES AND OCTROI ETC:

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, (including GST) duties, Octroi etc. now or hereafter imposed, increased or modified and all contributions and taxes for unemployed compensation, insurance and old age pensions or annuities now or hereafter imposed by the Central or State Government which are imposed with respect to or covered by the wages / salaries or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other Law affecting employer - employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractor, with all applicable Central, State, Municipal Laws and Regulations and requirements of any Central, State or Local Government agency or authority.

- 4.3.1 Any Statutory increase in GST rate or introduction of new taxes after submission of the Tender will be paid to the Contractor by HGML till the scheduled completion of tender / work. However, any increase in statutory benefit to workers by way of any Law introduced

by State/ Central/Local Govt. Agency including wages/ salaries or other compensation paid to person employed by contractor will not be reimbursed by HGML. Similarly, any increase in rate of Income Tax, TDS, Surcharge and Turn over tax will not be reimbursed by HGML.

4.4 SECURITY DEPOSIT:

The Security Deposit shall be 10% of the value of the work order (including value of amendments). The contractor shall pay 10% in the form of Bank Guarantee, issued by any Nationalized / Public Sector Bank and valid till completion of the contract.

Earnest Money Deposit (EMD):

- a) EMD along with processing fee as fixed by e-procurement department should be Paid at e-procurement portal separately through Credit Card / Debit Card, NEFT / RTGS, OTC modes to e-Procurement Department.
- b) EMD will not carry any interest.
- c) The EMD of unsuccessful tenderer will be refunded after completion of Tender process. Confirmation of receipt of EMD in Bank will be verified. If found that, an acceptable EMD amount is not received, the tender shall be rejected by the e- procurement department portal

4.5 MOVING IN CHARGES: The Contractor will not be paid any moving in charge.

4.6 PERFORMANCE GUARANTEE:

The Contractor shall ensure that work done by him shall conform to requirements and specifications of HGML.

4.7 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sum payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

4.8 EFFECT AND CONSEQUENCES OF SLOW PROGRESS OF WORK OR CONTRACT OR ON COMPANY/OTHER AGENCY:

If the progress of work by the Contractor has fallen to an extent such as to prevent the Company/other Contractor(s) from carrying out their part of the work within the stipulated time he will be liable for the settlement of any claim put in by the Company/other Contractor(s) for the expenses, to the extent considered reasonable by the Engineer-in-charge.

4.9 LIQUIDATED DAMAGES FOR NON-FULFILMENT OF TIME SCHEDULE (LD)

4.9.1 In case the Contractor fails to complete the work successfully within the completion

period stipulated in the Notice Inviting Tender (NIT) for reasons attributed to the contractor, then Contractor shall be liable to pay to the Company Liquidated damage for the delay by way of penalty, a sum of half percent (1/2%) of the contract price per week or part thereof, subject to maximum of five percent (5%) of the total contract price.

- 4.9.2 The company shall, as an alternative to LD and at its option get the work executed elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of work is identical to the scope of work as per the contract or not and in case the company chooses the alternative courses, it will be entitled to recover compensation/damages from the Contractor irrespective of maximum limit prescribed under clause 4.9.1.

4.10 PAYMENTS:

- 4.10.1 As per approved Billing schedules.

Company reserves the right to get the joint measurements and invoice bills certified by a **third party appointed for the purpose** on a monthly basis or as and when required. Contractor shall extend his co-operation in this regard.

- 4.10.2 Income Tax, surcharge thereon levied or leviable by the Government authorities will be deducted from the running bills at the prevailing rates applicable from time to time. Similarly, all other tax applicable including GST & Royalty shall be deducted at the prevailing rates from time to time from the bills.
- 4.10.3 All prior certificates upon which payments have been made are subjected to correction in the subsequent bill or the final bill.
- 4.10.4 All such payments shall be regarded as payment by way of advance against the final payment and not as payments for work done and completed and the Contractor shall rectify the work pertaining to excavation as a result of bad, unsound, imperfect or unskillful work executed by him earlier without any additional payment.

4.10.5 GST

1. The Contractor has to submit minimum two copies of bills i.e. original and duplicate.
2. The GST bill format and contents should be as per rule 46 of CGST Rules, 2017

3. The total amount of bills i.e., GST and basic value along with all the relevant particulars and information shall be uploaded in FORM GSTR-I of the successful tenderer immediately on dispatch of the materials or after provision of services. The details uploaded by the successful tenderer should appear in FORM GSTR-2B of HGML failing which the bills will not be admitted for payment.
 - (a) Immediately on dispatch of materials or providing of service as the case may be, the successful tenderer shall enter the details in to the invoice furnishing facility / GSTR-I.
 - (b) The details shall be available in GSTR2B of the Company on or before 15th of the following month.
 - (c) HGML will not honour or admit the bills in case tax is not paid to the Government and FORM GSTR-3B is not furnished by the successful tenderer
 - (d) GST payable under reverse charge, if any shall not be paid to the successful tenderer
4. As per the provisions of the GST and IT Act, the applicable TDS will be made from the bills. The TDS certificate in this regard will be issued/uploaded.

4.10.7 Royalty

1. Contractor shall follow the Rules framed under Karnataka Minor Minerals act 1994, Article 36 and 42 for supply of Minor minerals like sand, Jelly, stone and morrum etc. compulsorily.
2. The contractor shall procure the minor minerals such as sand, jelly, stone, morrum etc., from registered queries by paying the appropriate Royalty. The original Mineral Dispatch Permit (MDP/CMDP) issued by the Mines and Geology Department shall be furnished for each consignment of minor minerals brought to site, to the Engineer-in-charge for verification, before unloading the minor minerals. In case of failure to provide the MDP/CMDP by the contractor, Company will recover, applicable Royalty, DMF, penalty (penalty will be 5 times of Royalty) and other levies as per latest Govt order in this regard.

In case of mismatch in the MDP/CMDP in respect of quantity, date, time, vehicle number etc., such MDP/CMDPs will not be accepted and such consignments will be subjected to recovery of applicable Royalty, DMF, penalty (penalty will be 5 times of Royalty) and other levies as per latest Government order. Changes in the rates of Royalty/DMF/penalty/ any other recovery from time to time will be applicable.

4.11 Withholding of payment to Contractor and Company's lien on money due to the Contractor

- 4.11.1 Payments may at any time be withheld or reduced if, in the opinion of the Company the Contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the Contractor should fail to pay wages to his labour or for material.
- 4.11.2 The Company shall have a lien on all amount that may become due and payable to the contractor under this contract or transaction of any nature whatsoever between the Company and the Contractor and the security deposit furnished by him under the contract or any sum that may become due and payable to the Contractor till the Contractor pays and clears the claim immediately on demand.
- 4.11.3 The final bill shall be submitted by the Contractor within one month of completion of work, otherwise the Engineer-in-Charge's, certificate of measurement and the total amount payable for the work according, shall be final and binding on both parties.
- 4.11.4 The final bill submitted by the Contractor shall cover all his claims, on any account whatsoever, including the extra work arising out of or relating to or under the contract. Once the final bill has been submitted, it shall be deemed that contractor has no other claims of any kind or nature whatsoever under or arising out of or relating to the contract or work or extra work done pursuant thereto, and that the contractor including the arbitration agreement contained therein stands terminated and determined by mutual agreement of the parties and claims and disputes, if any, after the date of discharge letter (Annexure-VI) shall only be settled by suit in court of law and not through arbitration.

4.12 Final Payment & Release:

- 4.12.1 On completion of the work the Engineer-in-Charge will issue a completion certificate to the Contractor on the application of the Contractor incorporating the following documents: -
 - a) The total work shall be completed as per work order.
- 4.12.2 The work shall not consider to be complete unless the provisions of Clause 5.1 and 5.2 are complied with.
- 4.12.3 After the issue of completion certificate by the Engineer-in-Charge as aforesaid and on the particulars contained therein the Company shall determine the total value of the work

done by the Contractor and after adjusting all sums paid to him already or due to the Company, and such further sums as the Company may require to reserve or retain under the terms of the contract, release final payment. Such final payment shall be made only when the Contractor furnishes to the Company an undertaking to the effect that he has no further claim of whatever nature or description on the Company.

4.12.4 No claim should be filed by the Contractor and Company will 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 release the Company from all acts of omission and commission by the Company or by the Engineer-in-Charge.

4.12.5 **FINAL CERTIFICATE:** Upon the expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the work has been duly maintained by the Contractor and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudices to the right of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under the contract until final certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

4.13 RELEASE OF SECURITY DEPOSIT:

4.13.1 Notwithstanding issuance of completion certificate of the work by the Company to the Contractor and final payment by the Company to the Contractor and notwithstanding any provision contained in the contract documents, the Contractor shall be responsible for faulty and/or workmanship which appears within the period of liability reckoned from the date on which the entire work executed in strict conformity with specifications shall have been completed and handed over by the Contractor to the Company and accepted by the latter by issuance of completion certificate. The Contractor shall remedy the defect due thereto and pay for any damage resulting therefrom which appears within the said period of liability, such defect and damage being assessed by the Company in its sole judgment in regard to both the nature and value thereof. In the event that such defect and/or damage observed, the Company shall promptly give notice to the Contractor, specifying the nature of the defect and/or damage and the value of the damage assessed by the Company, and calling upon the Contractor to remedy the said defect and to pay for the said damage within the time so specified. In the event that Contractor fails to remedy such defect or to pay for such damage within the time specified as aforesaid, the Company shall have the right without prejudice to the other rights and remedies that may be available to it on this

behalf to set off the cost of remedying such defect whether through other agency and recover the value of such damage from the Contractor's Security deposit. In case SD amount is insufficient then the contractor shall refund such excess amount within 10 days of receipt of demand from the company.

4.13.2 Interest will not be accrued on Security deposit.

4.13.3 Security deposit will be released on application by contractor after the expiry of six months from the date of actual completion of work provided that the work is completed to the satisfaction of the Engineer-in-Charge and rectification, if any has been done and has produced a "No Demand" certificate from HGML, provided the final payment is made and security deposit is not converted towards performance guarantee.

4.13.4 HGML shall be at liberty without any notice or reference to the contractor to realize and enforce payment of the security deposit from non-fulfillment and/or unsatisfactory performance of the contract.

4.14 POST AUDIT:

The Company reserves the right to carry out a post payment audit and / or technical information of the work and the final bill including all supporting vouchers, abstracts etc. and to enforce recovery of over payment, if any, discovered in respect of any work done by the Contractor or alleged to have been done by the Contractor under the contract and such recovery will be made by the Company from any payment due or that may become payable to the Contractor including Security deposit and/or other deposit and in case no such payment is due to the Contractor, the Contractor will pay dues within ten days from the date of demand by the Company.

4.15 SIGNATURE ON RECEIPT FOR AMOUNTS:

The receipt for money or securities received by the Contractor under this contract shall be signed by the persons who signed the agreement governing the contract or the authorized representative of the Contractor.

4.16 ESCALATION:

4.16.1 Wage Escalation: Not Applicable

4.16.2 Material Escalation: Not Applicable

Chapter 5. **SCOPE OF WORK AND SPECIAL CONDITIONS**

5.1 SCOPE OF WORK:

Supply of Design, Engineering, Supply, Erection, Installation & Commissioning Including Civil work of 80 TPH Capacity Jaw Crusher In Primary crushing circuit of Gold Ore.

- a) The proposed new crusher shall be installed at the place where existing Kue Ken Jaw Crusher is working. The dismantling and shifting of old Jaw crusher including foundation from the working Primary Crushing Circuit site is in tenderer scope.
- b) The bidder shall visit to site before submission of the bid and study the site condition and quote the suitable machine with civil foundation to be removed and new Civil foundation to made as per new crusher requirement approve by HGML Manger (Civil) and chutes with minor modifications, if required and shall be carried out by the bidder as per requirements.
- c) Unloading the machine at site and installation at designated location is contractor scope.
- d) Deleted.

5.2 Quantity of Machine: 1 Nos.

5.3 Period of Work Completion:

12 Months from the date of issue of Letter of Intent / work order/ Site Handover.

5.4 Support System:

Not applicable

5.7 Changes in Quantity:

NA

5.8 Ventilation:

It shall be contractor's responsibility to keep his workings well ventilated as per statutory standards applicable.

5.9 Company reserves the right to reject or modify the Scheme.

5.10 The Tenderer should submit an activity-wise time schedule in the form of bar chart. The time allocated to each task should be technically viable. Time is the essence of this contract.

NOTE:

The bidder shall quote his rates **exclusive of GST** and the landed price inclusive of all expenditure and taxes in Kppp portal. Bids without financial quote in e-portal shall be summarily rejected without assigning any reason thereof.

Price shall be quoted in INR in Kppp portal at price bid page only and the Kppp portal Dashboard Price shall be considered for price evaluation. (don't disclose price in technical Bid pages or elsewhere)

SCHEDULE-II

1. Material, Equipment & facilities to be provided by the Company free of Cost to the Contractor & conditions thereof.

1.1 Adequate supply of water at one point working site will be provided free of cost

SCHEDULE-III

Not Applicable. / Nil

SCHEDULE-IV

Schedule of Material and Facilities to be provided to the Contractor by the Company at the following rates:

Sl. No.	ITEMS	Unit	Rates
1	Medical and Hospital facilities		At prevailing rates for non-employees
2	Electric power to Contractor's camp at one point		At prevailing rates of GESCOM,
3	Electric power near crusher site at one point		At prevailing rates of GESCOM, As per GESCOM tariff – HT2 (a).
4	HSD fuel		Not applicable, Not available.
5	Residential accommodation for Engineer		At standard rent subject to availability.
6	Basic & Refresher Vocational Training		At the prevailing rates.
7	Initial & Periodical Medical Examination		At the prevailing rates.

ANNEXURE – I

Detailed list of the equipment which the Tenderer proposes to deploy.

Not applicable.

ANNEXURE-II

MANPOWER DEPLOYMENT FOR THE WORK

The bidder has to arrange complete set of man power for installation

ANNEXURE III

Nil.

ANNEXURE IV

Nil

ANNEXURE-V

PROFORMA OF BANK GUARANTEE TOWARDS

Security Deposit

(On non judicial paper of appropriate value)

To

The Hutti Gold Mines Company Limited HUTTI – 584 115,
Raichur District (Karnataka).

Dear Sir,

Ref: ____

M/s _____ of _____ (hereinafter called the “Contractor”) have taken
tender for the work of _____ for Hutti Gold Mines Co. Ltd. at
_____ for
_.

The tender conditions or contract provide inter alia that the contractor shall pay you a sum of Rs. _____ (Rupees _____) inter alia as security deposit and/or performance guarantee, in the form and manner and subject to the terms therein mentioned. The form of payment of security deposit and/or performance guarantee includes a guarantee executed on behalf of and at the request of the Contractor to you by Nationalized Bank, undertaking full responsibility to indemnify Hutti Gold Mines Co. Ltd. in case of default on the part of the Contractor. The said _____ has approached us and at their request and in consideration of the promise _____ having our Office at _____ have agreed to give such guarantee as in hereinafter mentioned in your favor.

We _____ of _____ (hereinafter called “the Surety”) do hereby irrevocably guarantee to you the due payment of the said sum of Rs. _____ by the Contractor to you in terms of the said tender conditions in the contract and their due performance of the obligation in this

behalf and we as Surety undertake and agree with you that if default shall be made by M/s _____ i.e. the contractor in performing any of the terms and conditions of the tender and/or contract or in payment of any money payable to you i.e. Hutti Gold Mines Company limited shall be the sole judge, whose decision communicated to us in this regard shall be final conclusively binding on us and it shall not be open to us to ask you the reasons/details in this regard and we shall have no right to question the same or make reference to the Contractor in any manner whatsoever. We shall on demand by you pay to you within three days from the said demand without protest or demur and without any reference of any kind whatsoever to the Contractor in such manner as you may direct the said amount of Rupees ____ only or such portion thereof not exceeding the said sum as you may from time to time require or is payable to you by the contractor for all or any such default and can look to us as the Principal Debtor.

You will have full liberty with reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the power and rights conferred on you under the said contract with the said _____ and to enforce or to forebear from enforcing any powers or rights or by reasons of time being given to the said

_____ Which under law relating to the sureties would but for the provision have the effect of releasing us, any such time/indulgence/forbearance and/or any act or omission or commission on your part will not vitiate our this guarantee. Your right to recover the said sum of Rs ____ (Rupees _____) from us in manner afore said will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any Arbitrators/Umpire or Tribunal or Court.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said

_____ but shall in all respect and for all purposes be binding and operative until full payment of all money due to you in respect of such liability or liabilities is received by you as if this is a continuing guarantee to secure your ultimate dues in the premise.

We have power to issue this guarantee in your favor under memorandum and Articles of Association and the undersigned has full powers to issue the same under the power of attorney dated _____ granted to him by the Bank.

We will have no right to subrogation against the Contractor unless all your dues as aforesaid are

paid in full. We do hereby waive our rights to surety which are inconsistent with all or any provisions hereof.

You will be at liberty to alter the terms of the said Tender conditions/Contract and/or take any other security/guarantee/promissory note from the contractor or others which will not effect/vitiate/discharge out this guarantee.

This guarantee will bind our successors and assignees and your successors and assignees and will remain operative irrespective of any change in constitution of our Bank and/or the Contractor.

Our liability under this guarantee is restricted to Rs. _____ and this guarantee shall remain in force until the project completion including any extended time or till date or unless a claim/suit or action of enforce, whichever is later, after which this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Yours faithfully,

Bank by its Constituted Attorney. Signature of a person

Duly authorized to sign on behalf of the Bank.

e-mail id of the bank-

ANNEXURE-VI

Contractor's name & address:-

No. Date:

LETTER OF DISCHARGE

Hutti Gold Mines Company Limited, HUTTI – 584 115,
Raichur District (Karnataka).

Sub: Contract No. _____ Dated ____ for

Ref: Our Final Bill dated _____

Dear Sir,

This has reference to our above final bill against the above contract and all subsequent discussions and communications ending with our/your letter No. _____ dated ____

We hereby write and agree that the amount of Rs..... received by us is in full and final settlement of our above final bill. We further agree and confirm that the payment of Rs. _____ so received is in full and final settlement of all our claims and demands arising claims under the contract have been included in the final bill and as such arbitration clause in the contract stands determined / terminated.

Further, we hereby also undertake to refund any excess amount received / any compensations or claims of the HGML, within 10 days of receipt of demand notice from HGML'

Thanking you, Yours faithfully,

3. GENERAL TERMS AND CONDITIONS.

- 1) Accommodation will not be provided by HGML. The Contractor has to make their own arrangements for their crew.
- 2) All the safety measures for labor's deployed to the plant during installation and operation including PPE's should be provided by the Contractor at his own cost as required by laws in force.
- 3) Site visit: The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for above work. The cost of visiting the Site shall be at the Tenderer's own expense.
- 4) The tenderer can visit the mines where the work is to be carried out before participating in the e-tender and should satisfy themselves about the site conditions, lead and lift, staking, haulage distance from working phase to installation of crusher point. No dispute at a later date would be entertained.
- 5) The contractor shall pay their employees and labour's minimum wages as prescribed by the Minimum Wages Act or any other statutory Act governing payment of wages, which is in force from time to time. The tenderer shall not avail the service of child labors.
- 6) The contractor shall take adequate insurance to its workers as required under any law in force.
- 7) The contractor shall comply with all requirements and conditions stipulated by the Indian Bureau of Mines, the Directorate General of Mines Safety and pollution control board.
- 8) Any delay in installing the crushers plant and all the equipment by the Contractor will attract penalty which will be determined by HGML and the same will be recovered from the bills.
- 9) Contractor shall deploy his own manpower for the satisfactory completion of the entire scope of work.
- 10) Tenderer shall be solely responsible for any accident to / by the machinery installed/ deployed or any accident to any personnel or the staff or workers deployed or any others during the operation of the contract. All the claims or compensation towards such accident shall be settled by the Contractor. HGML shall not be responsible for any such compensation/claims.
- 11) The appointment / authorization of all officials and competent persons shall be issued with intimation to the concerned site in-charge of HGML.
- 12) Contractor shall bear all costs associated with the preparation and submission of Bid and in any case HGML will not be responsible or liable for any such claims.
- 13) The vendor needs to submit the SOP for all activities before startup the work for safe operation of the works.

14) The Performance Test:

- The bidder on completion of installation and commissioning of the equipment shall carry out trial runs in the presence of HGML representatives.
- Performance Testing shall be carried out under the direction of HGML after completion of trial runs.
- During this period all the performance parameters shall be continuously recorded in presence of both parties and shall be proven.
- The performance testing shall be carried out in accordance with the standards and principles Normally prevalent for similar plants in the industry or as directed by the HGML.
- The bidder shall undertake to ensure that during the warranty period, the equipment shall Operate without any breakdown of parts.
- If performance testing reveals that, the equipment does not have the performance and other Characteristics as per scope, the bidder shall take necessary action to correct such deviations Within 20 days and for any replacement of the parts/unit, it will be under the bidder's scope or if this cannot be done the equipment is liable-not to be accepted.

15) Technical Details/ Drawings:

- All technical details and drawings pertaining to the equipment and accessories etc. if available Shall be furnished by the bidder in the technical bid of the tender / during installation.

16) Operation, Service & Spare Parts Manual:

- The bidder shall supply the following documents along with the equipment. Each set of Document shall consist of three set hard copy and three soft copy.
 - i. Operation, service and spare parts manuals
 - ii. Standard Operating Procedures.
 - iii. Audio-visual training CD/USB in English or Hindi or Kannada language

17) Final Inspection:

Final Inspection will be made at site at Hutti Gold Mine

18) Insurance

- a. The materials/goods/equipment supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier for an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.
- b. No materials shall be dispatched without being covered for transit risks with the underwriters. The insurance charges will be at tenderer's cost as the materials are to

be supplied on F.O.R destination basis. Materials shall be dispatched securely packed so as to avoid damages/losses during transit. No detention charges shall be paid by HGML. However arrangements shall be made to release the material /vehicle at the earliest subject to Force Majeure clause.

19) Transportation

Where the Supplier is required under the Contract to transport the goods to a HGML Hutti site defined as Purchasers destination site, as specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

20) Incidental Services

The supplier may be required to provide any or all of the following services, including additional services if any specified in scope of work.

1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods.
2. Furnishing of tools required for assembly and/or maintenance of the supplied Goods. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
3. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
4. Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
5. The price for above incidental services shall be included in the price quoted by the tenderer in e- procurement portal.

21) Warranty/ Guarantee:

Warranty period shall be of minimum one year from the date of successful commissioning of the equipment at Hutti site, or eighteen months from the date of receipt of the complete equipment with all accessories at site, whichever is earlier. Within warranty period, all warranty replacement shall be "Free of costs" delivered at our site (including customs duty). During warranty period, if any breakdown of the equipment extends more than one day, the period of warranty will be extended accordingly.

If the material is found defective/ specification not as per **Tech Bid –A** in the tender document, after quality testing/during operation, then party has to replace the whole consignment at free of cost.

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain for **valid 12 months** from the date of commissioning or 18 months from the date of receipt to Hutt, after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantee specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- a. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

Or

- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.
- c. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the Supplier shall, within the period of 15-20 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of **18 months**.

- e. If the Supplier, having been notified, fails to remedy the defect(s)/ replace the whole rejected consignment within 15-20 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

22) Payment Terms & Conditions:

1.
 - a. 70% after receipt and acceptance of all materials at site;
 - b. 20% after successful commissioning of the equipment at site; &
 - c. 10% will be released after expiry of the warranty period. Alternatively, the bidder may submit Performance Bank Guarantee from any nationalized bank, in lieu of 10% payment.
2. Payments will be made promptly by the Purchaser but in no case later than 30-40 days after submission of the invoice or claim by the Supplier subject to confirmation of quality & acceptance of goods by the company.
3. Payment will be made in Indian Rupees.
4. Payment of the bills will be made by cheque / DD and RTGS only as per terms specified in purchase order, only after the satisfactory receipt report from the concerned department
5. No advance payment will be made.
6. Wherever the Performance guarantee/ warranty is applicable 10% of the order value will be released after warranty/guarantee period or against the submission of performance BG from nationalized bank for equivalent amount towards the period of warranty/guarantee.

23) Rejection of Bids:

- a) The Employer reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Employer to accept any Bid or to give any reasons for their decision.
- b) The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.