



Tender Documents

Preparation of Mining Plan including Progressive Mine Closure Plan and obtaining approval thereof from Indian Bureau of Mines.

AND

For undertaking the end-to-end process of obtaining the Environmental Clearance from Ministry of Environment and Forest (MoEF)/State Environment Appraisal Committee (SEAC).

for

“Drang Salt Mine at District:Mandi, Himachal Pradesh”

Tender No.	6 (Com)Purchase/2015-16 /PART-I
Tender Issue date	08.07.2015
Last date and time of submission of tender	29.07.2015 upto 15.00 Hrs at office of General Manager <u>office of General Manager (Commercial), Hindustan Salts Ltd., B-427, Pradhan Marg, Malviya Nagar,Jaipur-302017, Rajasthan.</u>
Date of opening of tender	29.07.2015 at 15.30 Hrs at office of <u>General Manager (Commercial), Hindustan Salts Ltd., B-427, Pradhan Marg, Malviya Nagar,Jaipur-302017, Rajasthan.</u>
Date and Time of Pre Bid Meeting	16.07.2015 at 11:00 Hrs at <u>office of General Manager (Commercial), Hindustan Salts Ltd., B-427, Pradhan Marg, Malviya Nagar,Jaipur-302017, Rajasthan.</u>
Cost of tender form	Rs.500/- by DD drawn in favour of Hindustan Salts Limited and payable at Jaipur
EMD	Specified EMD to be deposited by DD drawn in favour of Hindustan Salts Limited and payable at Jaipur

Hindustan Salts Limited

(A Government of India Enterprise)

CIN: U14220RJ1958GO1001049

Registered Office: B-427, Pradhan Marg, Malviya Nagar, Jaipur-302017 (Raj.)

Tel / Fax: 0141-2524093 / 2521998

E mail: info@indiansalt.com / purchase@indiansalt.com

Website: www.indiansalt.com

Hindustan Salts Limited

(A Govt. of India Enterprise)

B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017. (Rajasthan) INDIA

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INDEX

S. No.	Description
	PART-I Instructions to Bidders
1.	Introduction
2.	Submission of tender
3.	Last Date and Time of Submission of Tender
4.	Opening of Tender
5.	Validity of offer
6.	Visiting Company Website
7.	Pre Bid Meeting
8.	Security Deposit
	PART-II Special Terms and Conditions
1.	Definitions & Interpretation
2.	Scope of Work
3.	Deliverable from Consultant / Successful Bidder
4.	Eligibility or Qualifying Requirement
5.	Bid Evaluation Criteria
6.	Price Bid
7.	Payment terms & Time Period for Completion
8.	Liquidated Damages/Incentive
9.	Safety
10.	Maintaining Mines Discipline
11.	Penalty for Pressurisation
12.	Dispute
13.	Arbitration
14.	Force Majeure
15.	Recession and Cancellation of Contract
16.	Governing Laws And Right Of Indemnity Of The Company
Annex- I	Technical Bid Format
Annex- II	Proforma of Price Bid

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Tender No. 6(Com)Purchase/2015-16/Part-I

Part I : INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Hindustan Salts Limited (A Govt. of India Enterprise) invites offer from competent persons/agencies/organizations to undertake following work for its **Drang Salt Mine at District: Mandi, Himachal Pradesh operated for Underground Mining of Salt** :

- i) **Preparation of Mining Plan including Progressive Mine Closure Plan and obtaining approval thereof from Indian Bureau of Mines.**
- ii) **For undertaking the complete end-to-end process of obtaining the Environmental Clearance from Ministry of Environment and Forest (MoEF)/State Environment Appraisal Committee (SEAC), including but not limited to the preparation of Terms Of Reference (TOR), Environment Impact Assessment (EIA) Report/ Environment Management Plan (EMP) etc..**

Location of Mine : The location of Drang Salt Mine:

Mandi-Pathankot Highway, Tehsil- Sadar Mandi,
District- Mandi, State: Himachal Pradesh

Contact Person: Incharge –Drang Salt Mine, Hindustan Salts Ltd.

Contact No.- 0141- 2524093, E Mail- purchase@indiansalt.com

2. SUBMISSION OF TENDER

Reputed parties/agencies may submit their offer in two bid system i.e (Part -I consisting of Technical Bid and Part-II consisting of Price Bid in separate envelopes). Both the aforesaid covers should be placed in one Envelope and super scribing as under:-.

- a. Item for which tender is submitted -----
- b. Date of NIT _____
- c. Last date of submission of tender _____ up to _____.

2 (a) Technical Bid

The bidders should submit their Technical Bid in sealed Envelop-1 and cover super scribing "**Technical Bid**". The bidders are required to submit following documents along with Technical Bid:-

- i) Copy of all documents required as per eligibility criteria (Part II: Special Terms and Conditions, Clause No.4 of Tender documents.)
- ii) Technical Bid Format as per Annex-I.
- iii) **Earnest Money Deposit is Rs.20,000/-** in form of Demand Draft of Nationalized/Scheduled Bank in favor of Hindustan Salts Limited, payable at Jaipur.

- iv) The bidders shall furnish Bank Account Numbers including Type of Account i.e. Current or others; the year since the Account is being operated is to be notified.
- v) Any other relevant documents and signed tender document signed on all pages.

2 (b) Price Bid

- i) The bidders should submit their Price Bid (Annex- II) in sealed Envelope-2 and cover, super scribing "**Price Bid**".
- ii) The price bid of only technically qualified bidders shall be opened.

3. Last Date and Time of Submission of Tender: 29th July 2015 till 15:00 hrs at office of General Manager (Commercial), Hindustan Salts Ltd., B-427, Pradhan Marg, Malviya Nagar, Jaipur-302017, Rajasthan.

4. Opening of Tender

- a) **Technical bid shall be opened on 29th July 2015 at 15:30 hrs** at Office of **General Manager (Commercial), Hindustan Salts Limited, B-427, Pradhan Marg, Malviya Nagar, Jaipur** by **Tender Committee**, in the presence of Bidders, so present.
- b) The representatives will have to establish their identity to the satisfaction of the **Hindustan Salts Limited** by producing introductory letter/authority from their Principal etc. otherwise they will not be allowed to attend the tender opening.
- c) **Price bid of only those bidders who are found eligible on satisfying the tender conditions in the technical bid will be opened, on the same date at 16:30 hrs.**
- d) In case notified date for submission/opening of tenders happens to be holiday than submission/opening of tenders will take place on next working day.
- e) Offers sent by fax and unsealed conditions will not be entertained.
- f) **The company reserves the right to cancel any or all tenders without assigning any reason whatsoever.**

5. Validity of Offer: The validity of the Bid shall be 90 days.

6. Visiting Company Website: Bidders are requested to visit company's website, regularly, for keeping updated them regarding issuance of any corrigendum, which shall be published on company website i.e. www.indiansalt.com only.

7. Pre-bid Meeting:

- 7.1 Bidders shall examine the tender documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed by any of them or any of the Bidders require any clarifications on the bidding documents, such Bidders may request clarifications promptly by notifying the Company in writing/ email/fax to the address indicated here in below not later than one day before the pre bid meeting:

**General Manager (Commercial),
Hindustan Salts Ltd.,
B-427, Pradhan Marg,
Malviya Nagar, Jaipur-302017, Rajasthan**

- 7.2 Pre-bid meeting of the Bidders shall be convened at the designated date, time and place.
- 7.3 A maximum of two representatives of each tenderer shall be allowed to participate.
- 7.4 The purpose of pre-bid meeting will be to clarify issues and to answer question on any matter that may be raised till that stage.
- 7.5 During pre-bid meeting, bidders will be free to seek clarifications, ask questions and make

suggestions for consideration of the Company who shall endeavor to provide clarification to and such further information as it may in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

- 7.6 Any modification to bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Company through the issue of an addendum/clarification.
- 7.7 Failure of any tenderer to attend the pre-bid meeting will not be a disqualification for the bidder.
8. **Security Deposit** :- Successful bidder have to deposit Security Deposit equal to 5% (Five percent) of the order value in form of Demand Draft of Nationalized Bank / FDR in favor of Hindustan Salts Ltd. Jaipur / Bank Guarantee in favor of Hindustan Salts Limited, Jaipur. EMD of the successful bidder will be adjusted in security deposit and remaining to be deposited.
- 8 (a) **Interest will not be allowed on EMD/Security Deposit.**

In the event of breach of contract on the part of the Consultant the Company shall be entitled to forfeit wholly or partially the above amount of Security Deposit with the Company. No interest shall be allowed on the Security Deposit paid in any form. The Company further reserves the right to adjust the Security Deposit towards any amount due to the Company from the Consultant and in such event, the Consultant on receipt of notice from the Company, shall make further deposit to restore the Security Deposit to the full amount.

This Security Deposit shall be refunded on the satisfactory completion of the contract certified by the GENERAL MANAGER (TECHNICAL)/INCHARGE MANDI MINES, as the case may be. It shall be lawful for the company if any difference or dispute is likely to exist, to defer payment of the Security Deposit or any portion thereof which may be due to the consultant until such difference and dispute shall have been finally settled or adjusted.

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal

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Tender No. 6(Com)Purchase/2015-16/Part-I

Part II :Special Terms and Conditions

ARTICLE -1: DEFINITIONS AND INTERPRETATION.

Wherever used in this contract and / or in any of the Annexure hereto, unless the context shall otherwise require, the following terms shall have the following meanings.-

- 1.1 "COMPANY": shall mean " **Hindustan Salts Limited** ", A Company within the meaning of Companies Act, 1956 having its Registered Office at **Hindustan Salts Limited (A Government of Enterprise)**, B/427, Pradhan Marg, Malviya Nagar, Jaipur - 302017 (Rajasthan) India Capital of Rajasthan State and shall include its lawful successors and assignees.
- 1.2 "BIDDER": shall mean Competent Persons/Agencies/Organization's submitting the offer.
- 1.3 "CONTRACT": shall mean the Terms and Conditions as per the Tender Documents Part-I & Part-II and SUBSEQUENT AMENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall execute the contract.
- 1.4 "CONSULTANT" shall mean Competent Persons/Agencies/Organization's to whom contract has been awarded by company as a result of this tender.
- 1.5 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any person authorized by him.
- 1.6 Words denoting masculine gender or singular number shall also include the feminine gender and plural number and Vice - Versa where the contract so requires or permits.

2.0 Scope of Work:

2.1 Mine Plan including Mine Closure Plan

Hindustan Salts Limited requires to undertake work of preparation of Mining Plan including Mine Closure Plan for its Drang Salt Mine located in Mandi District of state Himachal Pradesh and worked through **underground mining method.**

- i) Mining plan including Mine Closure Plan document shall be prepared in accordance with the provisions of Mines Act-1952, MMDR Act-1957, MCDR-1988, MCR-1960, MMR-1961, other relevant Acts / Rules / Regulations and order made thereunder by Indian Bureau of Mines/ DMG- Himachal Pradesh. If Indian Bureau of Mines/ any other statutory Agency of Govt. of India published any amendment during currency of contract, Consultant has to also incorporate the same in Mine Plan including Progressive Mine Closure Plan.
- ii) The Mining Plan including Progressive Mine Closure Plan shall be prepared by Recognized Qualified Person (RQP) to whom Indian Bureau of Mines has granted recognition for preparing Mining Plan & Mine Closure Plan for Mines.
- iii) Consultant shall furnish a letter from RQP expressing his consent to undertake the work for preparation of Mining Plan including Progressive Mine Closure Plan. Consultant cannot change the RQP during the currency of contract.
- iv) The aforesaid RQP should have prepared at least one Mining Plan which shall be duly approved by Indian Bureau of Mines during last 07 (seven) years or shall have past experience as approving

authority of Indian Bureau of Mines, for approving Mining Plan including Progressive Mine Closure Plan thereof.

- v) Consultant and RQP shall be jointly and severally responsible of preparation of Mining Plan including Progressive Mine Closure Plan and obtaining approval thereof from Indian Bureau of Mines.
- vi) Consultant shall be responsible for Collection of information required for incorporation in Mining Plan including Progressive Mine Closure Plan.
- vii) Prior to preparation of Mining Plan including Progressive Mine Closure Plan, Consultant shall carry out detailed Survey of the area (including DGPS survey) , to up-date the Plans / Plates covering all the existing features of the Lease Area as per latest applicable guidelines of Indian Bureau of Mines, which shall be certified by RQP / Surveyor.
- viii) Consultant has to make their own arrangements to fix up the survey work to be carried out at site, deploy his manpower, arrange for shifting all required accessories / equipment's, Diesel, Lubricants, all other consumables, power, Camping, lodging, boarding, Transportation etc. during performance of contract.
- ix) Company shall deploy its representative for supervision of survey work carried out by consultant.
- x) All the plans and sections shall be digitised using software and updated as per latest field survey conducted and shall be in the prescribed scale as per applicable guidelines.
- xi) The estimation of Reserves should be as per UNITED NATIONS FRAMEWORK CLASSIFICATION (UNFC) as per stipulated guidelines of Indian Bureau of Mines.
- xii) The Mine Plan including Progressive Mine Closure Plan shall be prepared to utilize the available mineable reserve of the area by underground mining method so as to ensure conservation of mineral wealth.
- xiii) While preparing the mining plan including mine closure plan, other applicable conditions (if any) of the lease approval shall be strictly followed.
- xiv) Any other study or reports, not within the described scope of work, required by Indian Bureau of Mines shall be prepared by consultant.
- xv) Consultant is having full and final responsibility to get the approval of Mining Plan including Progressive Mine Closure Plan from Indian Bureau of Mines with in stipulated time period.
- xvi) All plans and drawings should be cleared and verified by Hindustan Salts Ltd. before submission to Indian Bureau of Mines.
- xvii) Consultant shall submit requisite copies of Draft Mining Plan including Mine Closure Plan to Indian Bureau of Mines as per guidelines.
- xviii) Consultant shall assist in inspection of Drang Salt Mine (if required) by competent person of Indian Bureau of Mines.
- xix) The consultant shall undertake required modification(s) as per the advice of Indian Bureau of Mines and shall prepare technical replies supported by documents including calculations, plans, sections, etc. Such updating of observations of Indian Bureau of Mines shall be done till approval of Mining Plan including Progressive Mine Closure Plan by Indian Bureau of Mines.
- xx) Mining plan including Mine Closure Plan may also require be updating / modifying on the observations / suggestions of Ministry of Environment and Forest. The same shall be undertaken by the Consultant with the assistance of RQP.
- xxi) The scope also includes offering necessary clarifications to the statutory authorities by personal visits to Indian Bureau of Mines office and maintaining liaison pertaining to Mining plan including Progressive Mine Closure Plan approval with Indian Bureau of Mines and Statutory authorities.
- xxii) All other related activities required for getting and obtaining approval of Mining Plan including Mine Closure Plan from Indian Bureau of Mines. If any statutory exemption is required to be obtained, the consultant shall assist management in obtaining the same.

2.2 TOR, EIA & EMP STUDIES, ENVIRONMENT CLEARANCE OF DRANG SALT MINE

- i) The consultant shall undertake complete end-to-end process of obtaining the Environmental Clearance from Ministry of Environment and Forest (MoEF)/State Environment Appraisal Committee (SEAC) as per EIA Notification,2006 and amendments thereof, including but not limited to the preparation of Terms Of

Reference (TOR), Environment Impact Assessment (EIA) Report/ Environment Management Plan (EMP) etc..

- ii) The EIA-EMP should be prepared by consultant, which must be in the accreditation list of EIA consulting organization by QCI/NABET for accreditation of EIA consultant organization to carry out EIA-EMP for underground mines
 - iii) The consultant shall make itself informed with the EIA Notification, 2006 and amendments thereof, Model TOR for EIA/EMP of Mining of Minerals and the guidelines/manuals issued by MoEF/State Environment Appraisal Committee (SEAC)/State Government while undertaking the scope of work.
 - iv) Submission of an application in Form-1, Pre-Feasibility Report (PFR) and Terms of reference (TOR) to MoEF /SEAC for proposed project.
 - v) Presentation of Terms of reference (TOR) at MoEF/SEAC and assisting in obtaining approval of TOR by MoEF/SEAC.
 - vi) Base line data for six monitoring stations for Air, Water, Noise and Soil available with the company, shall be provided to the consultant for incorporating in EIA-EMP report.
 - vii) Collection of certificates such as area does not fall in Protected/Reserved Forest/ Wild life sanctuary etc.
 - viii) Authentication list of Flora/Fauna
 - ix) Preparation of conservation plan.
 - x) Preparation of Land Use Plan (Existing land use details) i.e., details of Land-use breakup of the lease area and study area should be based on land use - details of agricultural land, forest land, wasteland, grazing land, surface water bodies, settlements, etc.
 - xi) Carrying out EIA & preparing EMP as per MoEF Guidelines.
 - xii) Preparation of Draft EIA report after incorporating compliances with all the requirements of TOR as stipulated by MoEF/SEAC from time to time.
 - xiii) Assistance in carrying public hearing as required.
 - xiv) Submission of final EIA/EMP to Expert Appraisal Committee (EAC) of MoEF/SEAC.
 - xv) All plans, quarries, drawings should be cleared and verified by M/s Hindustan Salts Ltd. before submission to MoEF/SEAC.
 - xvi) Consultant shall assist in making Final Presentation of EIA/EMP to MoEF/SEAC for obtaining Environment Clearance for operation of Drang Salt Mine.
 - xvii) Make EIA/EMP Presentation to Expert Appraisal committee of MoEF/SEAC.
 - xviii) If MoEF any other statutory Agency of Govt. of India published any notification/ amendment during currency of contract, Consultant has to also incorporate the same in the procedure for obtaining Environment Clearance for Drang Salt Mine .
 - xix) Consultant is having full and final responsibility to get the Environment Clearance for Drang Salt Mine within stipulated time period.
 - xx) The Consultant shall provide necessary assistance including follow up and also obtaining the necessary approvals.
 - xxi) Consultant shall be maintaining liaison pertaining to Environment Clearance with MoEF/SEAC and EAC authorities.
- 2.3 The bidder shall study the tender documents very carefully. He may visit the site on any working day between 9.00 AM and 5.00 PM with prior appointment at his own risk and cost to satisfy himself as to the local conditions, the accessibility of the site, the conditions of working and the execution of the contract generally before submission of tender. No claim on grounds of want of knowledge in such respect will be entertained. After opening of the tender, if a bidder expresses his unwillingness /inability to accept the contract to the quoted rate and / or terms and conditions of the contract, then the earnest money of the bidder will be forfeited and the bidder may be black-listed.
- 2.4 The management reserves the right to amend/modify/alter/delete the existing procedure or may adopt any new procedure for smooth functioning of work or for compliance of statutory provisions at any time without any notice or assigning reasons and the Consultant has to abide by the same.

3. Deliverable from Consultant / Successful Bidder:

- a) Consultant shall have to submit one original copy and three coloured photocopies of the Approved Mining Plan including Mine Closure Plan

- b) The consultant shall submit copy (hard and soft copy in CD/DVD/email) of all documents submitted to MoEF/SEAC/Indian Bureau of Mines including EIA/ EMP (Drawing and text) to M/s Hindustan Salts Ltd
- c) As per requirements of MoEF/SEAC/Indian Bureau of Mines or any other Govt. Agencies, additional copies of the final reports shall be submitted by the Consultant on request of M/s Hindustan Salts Ltd..
- d) The consultant shall submit the above deliverables as per the scope of works indicated in this tender document. Any deliverable not mentioned here but required as per the scope of work for completing the assignment, shall be submitted by the consultant.

4. Eligibility or qualifying requirement:

- a) Consultant shall provide evidence to M/s Hindustan Salts Ltd. of their capability and adequacy of resources to carry out the contract.
- b) Consultant shall furnish a letter from Recognised Qualified Person (RQP) expressing his consent to undertake the work for preparation of Mining Plan and Mine Closure Plan.
- c) The aforesaid Recognised Qualified Person (RQP) should have prepared at least one Mining Plan, which shall be duly approved by Indian Bureau of Mines during last 07 (seven) years or shall have past experience as approving authority of Indian Bureau of Mines, for approving Mining Plan including Progressive Mine Closure Plan thereof.
- d) The EIA-EMP should be prepared by consultant, which must be in the accreditation list of EIA consulting organization by QCI/NABET for accreditation of EIA consultant organization for underground mines.
- e) Consultant shall furnish a letter by QCI/NABET for accreditation of EIA consultant organization for underground mines.
- f) The firms black listed by any of the Govt. Department/Organisation shall not be eligible for submission of bid.

5. BID EVALUATION CRITERIA

The lowest technically qualified bidder quoting the minimum amount for Preparation of Mining Plan Including Progressive Mine Closure Plan, obtaining approval thereof from Indian Bureau of Mines and end to end process of obtaining Environment Clearance from Ministry of Environment and Forest (MoEF)/ State Environment Appraisal Committee (SEAC) taken together shall be considered as L1.

6. Price Bid:

6.1 Gross Amount quoted shall be lump sum for the “**Preparation of Mining Plan including Progressive Mine Closure Plan and obtaining approval thereof from Indian Bureau of Mines, complete end-to-end process of obtaining the Environmental Clearance from Ministry of Environment and Forest (MoEF)/State Environment Appraisal Committee (SEAC) as per EIA Notification,2006 and amendments thereof, including but not limited to the preparation of Terms Of Reference (TOR), Environment Impact Assessment (EIA) Report/ Environment Management Plan (EMP) etc for Drang Salt Mine, Dist. Mandi (Himachal Pradesh)**”, including applicable taxes and duties.

6.2 Price bid to be submitted in the prescribed form – **Annexure –II**

6.3 Rates shall remain firm during currency of contract.

6.3 The bidder is required to quote the rate strictly as per the terms and conditions.

7.0 Payment Terms and Time Period for Completion :

S.No	Description of Assignment	Completion time (In Days from date of issuance of Letter of award)	Payment in terms of percentage of Lump Price
1	Completion of site survey, preparation and submission of draft Mining Plan with Mine Closure Plan to Indian Bureau of Mines.	60	15
2	Submission of an application in Form-1, PFR and TOR to MoEF/ SEAC and technical presentation thereof.	90	15
3	Submission of final Mining Plan including Mine Closure Plan to Indian Bureau of Mines after incorporating scrutiny.	105	10

4	Approval of Mining Plan & Mine Closure Plan by Indian Bureau of Mines.	120	10
5	Submission of draft EIA/EMP documents, Assistance for Public hearings if required and Submission of Final EIA after incorporating suggestion / additional study asked by the MoEF/SEAC etc., Presentation thereof to MoEF/SEAC	135	15
6	Approval of EIA report and obtaining EC.	165	20
7	Commencement of Mining Operations	180	5
8	Three months successful running of Mining operations.	270	5
9	Six months successful running of Mining operations.	360	5

8. Liquidated Damage/ Incentive:-

- (a) In case of delay in completion of the Contract, Liquidated Damages (L.D.) will be levied at the rate of 0.5% of order value per week subject to maximum 10% of the order value.
- (b) In case Commencement of Mining Operations takes place in Five month from the date of issuance of Letter of award i.e. one month in advance, Incentive @ 3% of lump sum price will be paid and further in case Commencement of Mining Operations takes place in Four month from the date of issuance of Letter of award i.e. two month in advance, Incentive @ 5% of lump sum price will be paid.

9. SAFETY:

Health and safety being the prime responsibility of the Consultant for the workmen employed by him, he must provide safety gears & proper tools and implements to his workmen required for the job. The Consultant must ensure that none of his workmen should enter the mines without proper safety appliances. In case of any deviation observed the concerned workman shall not be allowed to work or provided with prescribed safety appliances by the 'management', the cost of which shall be recovered from the concerned Consultant's bills, without taking any consent from the Consultant.

- (i) The consultant shall cover all personnel deputed for production under appropriate insurance scheme.
- (ii) The company shall not be responsible or held responsible or held liable for any damage to person or property that may result during the execution of contract by the consultant.
- (iii) The consultant has to agree to indemnify the company from any or all claims for damages that may result during the execution of contract by the consultant.

10. Maintaining Mines Discipline :

- (i) As the work would be carried out within the Mining Lease area, all the mining statutes is to be followed & complied with
- (ii) The Consultant and his workmen are to abide by prevailing mines discipline.
- (iii) The management reserves the right not to allow any labour to work in case his activities are found to be detrimental to the interest of the 'Management' and the Consultant shall be liable for any litigation arising there from.
- (iv) The Consultant and his workers should not misbehave any of the officer/employee of the 'company' on any occasion inside / outside the Mines premises pertaining to his work or otherwise, failing which the contract will be terminated without any notice and the party may be black-listed.
- (v) Failure to comply with any of the foregone terms and conditions shall be deemed to be breach of contract and the management shall be at liberty to take any action on consultant including termination of his contract. The Consultant and/or his authorized representative should always be present in the work

spot to receive all communications and/or instructions given by the authorized representative of the company.

11. **PENALTY FOR PRESSURISATION:**

Any action of the consultant either singularly or jointly with other Consultant (s) to pressurise the management to accede to any demand, will make him (them) liable for termination of this contract by the management. Decision of the management in this regard shall be final and binding on the Consultant.

12. **Dispute**

12.1 **Mutual Settlement of Disputes**

Except where otherwise provided for in the contract, all disputes shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations associating senior executives /nominees of both the parties to dispute.

12.2 **Conciliation**

12.2.1 If the efforts to resolve all or any of the disputes through mutual settlement fail, such disputes shall be referred to the sole conciliator to be appointed by the Company under the Arbitration and Conciliation Act, 1996.

12.2.2 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

13. **Arbitration**

13.1 If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred to the sole Arbitrator to be appointed by the Chairman cum Managing Director, Hindustan Salts Limited. There shall be no objection by the "CONSULTANT" if the sole Arbitrator so appointed is an employee of Company. In case the Arbitrator so appointed is unable to act for any reason, Chairman & Managing Director, Hindustan/Hindustan Salts Limited, in the event of such inability, shall appoint another person to act as an Arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with reference from the stages at which it was left incomplete by his predecessor.

13.2 Subject to the afore stated conditions, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

13.3 Pending resolution of disputes and differences, the work shall continue without hindrance as per schedule and shall not be either slowed down or stopped. If the work is slowed down or stopped during the period of dispute, the "CONSULTANT" shall be responsible for the loss of work /production or delays and any loss sustained by Company due to such actions by the "CONSULTANT", shall be made good by the "CONSULTANT".

13.4 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.

13.5 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Jaipur (Rajasthan) or at such other place or places as the Arbitrator may so decide.

Subject to above, it is hereby agreed that all actions at law or suits arising out of or in connection with this contract or the subject matter thereof whether as to construction or otherwise shall be instituted in court of Competent jurisdiction at Jaipur in the State of Rajasthan, India.

14. **Force Majeure** :- Neither company nor the bidder shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official, Strike, Epidemic, Accident or Fire or because of Law & Order Proclamation, Regulation or Ordinance of any Govt. of any Subdivision thereof or local authority. The bidder shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to company for each consignment/ dispatch separately within 48 hours of the happening thereof by fax/ email immediately.

15. Recession and Cancellation of Contract:

- i) In case the Consultant fails to complete the contract as stipulated in the contract or any revision and if the company apprehends the performance to be below average than the Company reserves the right to rescind the contract and recover from the said Bidder the loss, if any incurred by the Company in doing so apart from his liability under clauses of the contract.
- ii) The management reserves the absolute right to terminate the contract at any time without any notice or assigning any reason thereof. In such event all statutory terminal dues are to be paid by the consultant.
- iii) The aforesaid special terms and conditions shall be deemed to be a part of contract agreement and any violation observed will be deemed to be breach of contract and the management will be at liberty to cancel/terminate the contract without any notice or assigning reasons thereof.

16. Governing Laws And Right Of Indemnity Of The Company.

- i) The consultant shall indemnify the company for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen during the performance of contract.
- ii) Consultant shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- iii) The consultant shall comply with all the provisions of the Statutory Acts and rules framed hereunder particularly in respect of the Factory Act. 1948, the Payment of Wages Act. 1936, the Industrial Disputes Act, 1947, the Industrial Employment Standing Orders Act, 1946, the Minimum Wages Act, 1948, the Collection of Statistic Act, 1953, the Workmen's Compensation Act, 1923, Fatal Accidents Act, 1935, Personal Injuries (Compensation Insurance) Act, 1963, the Trade union Act, 1926, Maternity Benefit Act, 1961, Employees Provident Fund Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970, Indian contract Act, 1872 and the rules framed by the state in respect of various Labour Acts as demanded from time to time and shall also comply with the provision of any other enactment statues, rules regulations made by a competent authority and enforced in the state during the currency of the contract. The Consultant shall indemnify the company for the penalties on account of breach of any of the conditions, there under.
- iv) The company shall remain indemnified by the consultant against any claim arising under the payment of Wages Act, or the payment of Bonus, C.P. Fund or Gratuity of Compensation Act arising during the pendency of the contract. All such claims will be met with by the Bidders themselves from the payment made to them.

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal

Annex-I

<u>Hindustan Salts Limited</u> (A Govt. of India Enterprise)
B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017. (Rajasthan) INDIA Tel/ Fax 0141-2523728 / 2521998 website: www.indiansalt.com CIN:U14220RJ1958GO1001049

Tender No. 6(Com)Purchase/2015-16/Part-I

**Preparation of Mining Plan including Progressive Mine Closure Plan, TOR & EIA
/ EMP Report for Drang Salt Mine at District: Mandi, Himachal Pradesh**

TECHNICAL BID FORMAT

S.No.	Description	Submission
1	Name of the Consultant & Full address, Telephone Number (Land & Mobile), Fax, E-mail, etc.	
2.	Service Tax Regd. No. (Xerox copy of the certificate to be enclosed)	Submitted/Not submitted
3.	PAN Card (Xerox copy of the certificate to be enclosed)	Submitted/Not submitted
4.	Legal status of the Bidder (In case of the Firm) (Attested copies of Memorandum & Articles of Association or deed as the case may be to be enclosed)	Submitted/Not submitted
5.	Name of the Managing Director / each partner / individual as the case may be.	
6.	Profile of the consultant showing relevant experience, credentials etc.(Attach Copy)	Submitted/Not submitted
7.	<u>Eligibility :</u> As per Clause 4 of Part II : Special Terms and Conditions of Tender documents.(Attach Copies)	Submitted/Not submitted
8.	<u>EMD details:</u> In Figure:Rs.20000/- In Words: Rs. Twenty Thousand Only. D.D / Bankers Cheque / No. & Date : Name of the Bank.	Submitted/Not submitted
9.	Any other information that the Consultant/Consultant would like to furnish (Please attach separate sheets , if required)	

Seal & Signature of the bidder

<h1><u>Hindustan Salts Limited</u></h1> <p>(A Govt. of India Enterprise)</p>
B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017. (Rajasthan) INDIA Tel/ Fax 0141-2523728 / 2521998 website: www.indiansalt.com CIN:U14220RJ1958GO1001049

Tender No.6(Com)Purchase/2015-16/Part-I

Price Bid

Preparation of Mining Plan including Progrssive Mine Closure Plan and Odtaining approval thereof from Indian Bureau of Mines and Complete end-to-end process of obtaining the Environmental Clearance from Ministry of Environment and Forest (MoEF)/State Environment Appraisal Committee (SEAC)
for
“Drang Salt Mine at District: Mandi, Himachal Pradesh”

Name of Bidder _____

Address _____

Tel. No. and Mobile No _____

	Description of Assignment	Lump sum Amount (Rs.) in	
		In Figures	In Words
1	Lump Sum for the Following : <ul style="list-style-type: none">- Completion of site survey, preparation submission of Mining Plan with Mine Closure Plan to Indian Bureau of Mines, revision thereof and approval by Indian Bureau of Mines.- Submission of application in Form-1, Pre-Feasibility Report and TOR to MoEF/ SEAC and technical presentation thereof, preparation, submission of EIA/EMP to MoEF/ SEAC, technical presentation thereof, Public hearings if required, submission after incorporating suggestion / additional study asked by the MoEF/SEAC, etc during presentation and approval thereof. Obtaining Environmental Clearance.- Commencement and successful running of Mining operations for six months.		
2.	Tax Applicable @		
Gross Amount (Rs.)			

Note:

1. Conditional Offer will be rejected.
2. Payment Terms as per **Clause 7 of Part: II Special Terms and Conditions** of tender documents: **Accepted**.
3. Rates shall remain firm during currency of contract.

Place:- _____

Dated. _____

Seal & Signature of the bidder