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**DEPARTMENT OF INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA – 1**

**TENDER NOTICE**

**NOTICE INVITING TENDERS (NIT) FOR THE SURVEY, COLLECTION OF REVENUE RECORDS ETC. OF THE BROH SHIND LIMESTONE DEPOSITS IN TEHSIL CHURAH OF DISTRICT CHAMBA HIMACHAL PRADESH**

Sealed tenders as per the procedure specified in the tender document superscribing Tender No. and opening date are invited from the interested, bonafide, experienced resourceful reputed parties/individuals, Registered Cooperative Societies having survey experience, for conducting survey and collecting revenue record related to the following Mining Lease/Auction Block by the Director Industries, Department of Industries, Shimla. Complete details can be seen/downloaded from our Website <http://www.himachal.nic.in/industry> or Tender Documents can be had from our office on any working day. **The last date of submission of Tender Documents is upto 4:00 PM of 24/09/2016 (Saturday).**

S.No.	Name of Mine	District	Area In Hectares (Ha.)	Period	Earnest Money Deposit (EMD)	Remarks
1.	BROH-SHIND BLOCK	CHAMBA	Approx. 300 Ha.	Completion period of work will be 3 months (three months) from the date of Agreement.	<b>2 Lakhs</b>	The Limestone deposits are situated in the village/Mauza Shind, Broh, Chanjla, Bhoga etc. in Tehsil Churah, District Chamba (H.P.)

Tender forms along with details of jobs, terms and conditions, etc. can be had from Geological Wing, Department of Industries, Shimla from **26/08/2016** on cash payment of Rs. 5000/- or Rs. 5500/- by post by way of Money Order/Demand Draft drawn in favor of DIRECTOR INDUSTRIES, HIMACHAL PRADESH payable at SHIMLA from any Nationalized Bank (Non Refundable). Tender forms can also be downloaded from our Website mentioned above. In case of forms downloaded from website the cost of tender forms i.e. Rs. 5000/- should be submitted separately in the form of Demand Draft in favour of Director Industries along with Earnest Money Deposit while submitting the tenders.

The participation and submission of offer against this NIT by Cooperative Society/Individual/firm is subject to fulfillment of eligibility criteria mentioned in this tender. The intending tenderer may visit the site before quoting the rates.

Tender Forms will be accepted duly completed in all respects and signed along with requisite Earnest Money up to **4:00 PM on 24/09/2016**. The technical bid envelopes will be opened on **26/09/2016 at 11:00 AM**. The price Bid of only those parties will be opened on the date & time as decided by the Director Industries, who will be found technically qualified as per NIT terms and whose offers are supported with correct amount of Earnest Money. Tenders will be opened in the presence of tenderers or their authorized representatives, who wish to be present. **NO CONDITIONAL TENDER WILL BE ACCEPTED** by the DEPARTMENT OF INDUSTRIES. The Director Industries reserves the right to accept/reject or cancel in full or any part thereof of the tender or all the tenders without assigning any reason & shall bear no liability whatsoever consequent upon such a decision.

DIRECTOR INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA - 1

**DEPARTMENT OF INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA – 1**

To whom tender document issued  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the issuing authority with seal

**N.I.T. No. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-1/2016  
TECHNICAL BID**

This part of tender should contain the Technical Bid only and should be submitted in a separate sealed envelope super scribing on the envelope the tender number, Name and Address of the tenderer indicating in bold letters '**TECHNICAL BID**' only.

1	Name of the Tenderer	
2	Address of Tenderer (with Telephone/Fax No. E-Mail, if any)	
3	Status of firm/Company/Individual <b>(copies be enclosed)</b>	Enclosed / not enclosed
	Registration No./Date of the Incorporation/Company.	No :- Date:-
	Annual Turn over	
	<b>PAN No (Copy to be enclosed)</b>	
4	Name & Address of two persons of responsible status of a Govt./Govt. Undertaking / Local Body to whom reference can be made regarding firm's experience & performance. (1) (2)	
5	Earnest money details deposited by you against above tender (FDR duly pledged in favour of Director Industries enclosed with Technical Bid document).	FDR:- Date:-
6	Acceptance of Department of Industries, Shimla Terms & Conditions of tender & contract is enclosed. Each page of term and condition be signed as token of acceptance.	Enclosed / not enclosed
7	Information regarding experience of survey work as per eligibility in Annexure-I, II & III (Annex copies of relevant certificates)	Enclosed / not enclosed

Place: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signatory with Seal & Designation

**DEPARTMENT OF INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA – 1**

**N.I.T. No. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-1/2016  
PRICE BID**

- 
1. NAME  
2. ADDRESS OF TENDERER

3. RATE OF THE FOLLOWING ITEM WISE:-

S.NO.	NAME OF BLOCK	APPLICATION-MINING LEASE / PROSPECTING LICENSE ML/PL	AREA Hactares (Ha)
1.	BROH-SHIND, DISTT. CHAMBA	Mining Lease	Approx. 300 Ha

S.NO.	ITEMS	REQUIREMENT	QUOTED RATES RS
1.	CALCULATING CO-ORDINATES	Calculating co-ordinates of the corners of the ML block on AutoCAD	
2.	MARKING PILLARS	Marking all the pillars corner and intervening pillars not more than 300 mtrs. apart physically in the field using DGPS.	
3.	MARKING ON REVENUE SCALE / DEMARCATION	Physical measurement of all the pillars by concerned Patwari on revenue scale.	
4.	COLLECTING REVENUE RECORD	Identifying revenue blocks and collecting Khasra Maps from different Village Revenue Officers/Patwaries.	
5.	COMPOSITE REVENUE MAP	Preparing composite map by Joining Khasra maps of the different Patwar areas.	
6.	SUPERIMPOSE APPLIED AREA	Marking the Pillars of the applied area on the composite revenue map.	
7.	COLLECTING JAMABANDIES	Based on the superimposed map of applied area on Revenue Khasra Map, collecting Jamabandies of the khasras falling in the traverse.	
8.	CALCULATION AND COMPILATION OF LAND TYPE	To calculate the land type Khasra No. wise and total as Govt. Pvt. and Forest Land	
<b>TOTAL</b>			

(Total Amount in Words .....)

Note:

- 1. The rates shall be inclusive of all taxes.**

Date:

Place:

Authorized Signatory with Seal & Designation

PHONE 0177-2657339  
FAX NO. 0177-2657339  
Email: geologicalwing@gmail.com  
Website: http://www.himachal.nic.in/industry

**DEPARTMENT OF INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA – 1**

**TENDER DOCUMENTS**

**N.I.T. No. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-1/2016**

**SUBMISSIONS OF TENDERS:**

Last Date, Time & Day	Place
(i) Date : 24/09/2016 (ii) Time : 4:00 PM (iii) Day : SATURDAY	Tender Box kept in the office of Director Industries at Room No. 402, Department of Industries, Udyog Bhawan, Shimla: 171001(Himachal Pradesh).

**OPENING OF TENDER**

Particulars	Date	Time	Day	Place
(i) Technical Bid	26/09/2016	11:00 AM	MONDAY	Office of the Director Industries, Department of Industries, Udyog Bhawan, Shimla 171001 (Himachal Pradesh).

**IMPORTANT INSTRUCTIONS**

- (1) Tenderers are required to submit two separate sealed envelopes i.e.
  - (i) containing `Technical Bid' providing the capability in the field of tendered work by enclosing Xerox copies of records and information duly signed and stamped and
  - (ii) sealed envelope containing only 'Price Bids' in Performa attached.
- (2) Both the sealed envelopes should be put in a bigger envelope and should be sealed. The bigger/outer envelope should be superscripted (as per the instruction at 01.4 of Terms & Conditions of Tender Notice). The outer envelope shall bear following identification.
  - a. NIT/Bid for: For Survey, Collection and compilation of Revenue record.
  - b. NIT Reference No. **DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-1/2016**
  - c. DO NOT OPEN BEFORE: **11:00 AM on 26/09/2016.**
  - d. NAME & ADDRESS OF THE BIDDER \_\_\_\_\_

If the outer envelope is not sealed the Department of Industries will assume no responsibility for the misplacement or premature opening of the Bid.

- (3). Technical bid will be opened on **26/09/2016 at 11:00 AM** by the Tender Committee. The envelope containing `Price Bids' will be opened on the date & time as decided by the Director Industries, only if the authority is satisfied about the competency of the bidder in the field of tendered work as per details given in `Technical Bid' and technical bid is received alongwith Earnest Money in form of FDR duly pledged in favour of **"DIRECTOR INDUSTRIES, HIMACHAL PRADESH", payable at SHIMLA**

Tenders will be opened in the presence of the tenderers or their authorized representatives, who wish to be present. In the event of the specific date for submission of Bids being declared a holiday, the bids will be received upto the appointed time on the next working day.

- (4) **The Earnest Money** for the Job is Rs **2.00 Lakhs (Two Lakhs)**. The earnest money in form of FDR duly pledged in favour of **Director Industries, Himachal Pradesh payable at Shimla** must be attached with Technical Bid. The earnest money deposit will be refunded to the unsuccessful tenderers after the finalization of the contract.
- (5) If the date of opening of `Technical Bid & `Price Bid' happens to be holiday/Sunday the same will be opened on the next working day.
- (6) The Director Industries, Department of Industries reserves the right in its absolute discretion & in paramount interest of the Department of Industries, may relax any of the eligibility conditions for any or all the tenderer.
- (7) Tenderer must submit the documents containing detailed Terms & Conditions, Special Terms & Conditions duly signed on each page in token of their unconditional acceptance alongwith their Tender (Technical Bid/Price Bid Envelope) failing which their tender will not be considered.
- (8) The participation and submission of offer against this NIT by Co-operative Society/Individual/Firm/Company is subject to fulfillment of eligibility criteria mentioned in this tender.
- (10) If the tender documents submitted after downloading from Department of Industries website is found to have been tampered or differs from the tender documents available with the undersigned, EMD of such tenderer shall be forfeited along with rejection of its bid.

**IMPORTANT: -**

Before sealing the Technical Bid envelope tenderer should check that they have filled the Technical Bid Performa & its Annexure I, II & III properly & attached FDR with technical bid and kept in the envelope alongwith required documents. **No further chance may be given to tenderers for submission of left out documents. Only further clarifications of submitted documents if needed by Tender Evaluation Committee may be asked from the tenderers. Therefore, tenderers should study the tender documents thoroughly and furnish all required details in the Technical Bid.**

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## **SPECIAL TERMS AND CONDITIONS OF TENDER**

### **A. Scope of Work**

#### **FOR SURVEY AND REVENUE RECORD:**

Technical Services for conducting survey and field demarcation of boundary pillars of the Lime Stone block, superimposing the same on revenue map, collection of the revenue record of the area falling within the boundary pillars, details of land type distribution as Pvt./Govt./Forest and submission of the same to the office of Director Industries, Himachal Pradesh.

### **B. Eligibility Criteria**

1. The consultant should have minimum experience of Three (3) years in survey work and should be able to submit evidence of his experience.
2. The consultant should have their own set up and team of qualified persons to carry out the field survey job.

**C. PAYMENT TERMS.** 15% payment shall be made after the completion of first two items of the job as mentioned in Price Bid and the remaining 85% payment shall be made after the completion of the job.

### **D. TIME SCHEDULE:**

Total time for the completion of all aforesaid mentioned scope of works will be Three months from date of order.

### **E. OTHER CONDITIONS:**

1. The tenderer should quote the prices in Indian National Rupee (INR).
2. Copies of work order along with completion certificate from the client in support of experience.
3. **Period:** The contract period shall be three months which may be extended, at the discretion of Director Industries, Department of Industries, which depends on any unavoidable circumstances only.
4. Liquidated damages sum equivalent to 1% of the contract value of the works for each week or part thereof for which the contractor is in default shall be recoverable. In any case the damages so recovered will not exceed 10% of the value of work contracted for.
5. **Rates should be inclusive of all taxes, if any.**
6. **PRICE:** Price shall be firm till execution of order except stated otherwise in the special terms and conditions.
7. If there is any difference between any clause of GENERAL DIRECTION AND CONDITIONS OF CONTRACT and Special Terms and Conditions, the **Special Terms and Conditions** will supersede the GENERAL DIRECTION AND CONDITIONS OF CONTRACT conditions.
8. No Oral, telephonic, telegraphic, telex or fax tenders shall be entertained

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**NOTE: CHECK LIST**

1. Whether Technical Bid enclosed.
2. Whether Price Bid enclosed.
3. Cost of Tender Documents amounting Rs. 5,000/- or 5500/- in case of by post.
4. Earnest Money Deposited (EMD) amounting Rs. 2.00 Lakhs (Two Lakhs) in the shape of FDR only.
5. Copies of Relevant Certificates.
6. Annual Turnover details during last three years.

(1)  
**DEPARTMENT OF INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA – 1**

**01.0 GENERAL DIRECTION AND CONDITIONS OF CONTRACT**

01.1 The tender is in response to Tender Notice No. N.I.T. No. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-1/2016 dated 26/08/2016 of Department of Industries, Shimla for the works detailed in each job.

01.2 **Tender document:** The tender document consisting of details of the jobs i.e. place of job, quantity, "General Terms and conditions of the Contract/Agreement for the jobs or any other documents required in connection with the work signed for the purpose of identification by the Director Industries shall be available for inspection by the Tenderers at the office of the Director Industries, Department of Industries, Shimla during office hours on all days (Except Sunday and Public Holidays)

The bidding is open to all eligible bidders meeting the eligibility criteria as given in each job. Bidders are advised to note the minimum qualification criteria as specified to qualify for the award of the contract.

01.3 **Tenderer to study Tender Documents:** The tenderer is advised to study carefully all the tender documents. Tenderer should visit the site and satisfy himself as to the local conditions of the area, accessibility of the site, the full extent and character of the operations, nature of the place and any other information that may be necessary for preparing the bid and for execution of the contract. No claim on grounds for want of knowledge in this respect will be entertained.

01.4 Each tenderer have to submit the Technical Bid consisting of all technical details and price Bids indicating the item wise prices in two different sealed covers duly superscribed "Tender for Broh Shind Limestone Deposits against Tender Notice No. N.I.T. No. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-1/2016, **Technical Bid & Price Bid** respectively. Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly super-scribed and addressed to Director Industries, Department of Industries, Udyog Bhawan, Bemloie, Shimla – 171001 on or before the due date of submission as stated in the Tender Notice.

01.5 The tenderer should quote the rate in ink (or neatly type written) both in figures and words for each job/item. He should clearly mention amount against each job. Cutting or over- writing of any kind in the tender may render the tender liable for outright rejection if these are not initialed by the tenderer.

Bids determined to be responsive will be checked by the Department of Industries, Shimla for any arithmetic errors. Errors will be corrected by Department of Industries as under:

- i) Where there is a discrepancy between the rates in figures & in words the rates in words will govern; and
- ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity the unit rate as quoted will govern.

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01.6 **Earnest Money**: The tenderer shall deposit earnest money as mentioned in NIT in the form of FDR duly pledged in favour of Director Industries, Department of Industries, Shimla and attach along with the Technical Bid. On acceptance of tender by Director Industries, Department of Industries, Shimla, the earnest money deposited by the unsuccessful contractor with his tender will be returned by Department of Industries, Shimla at the earliest after the expiry of final validity period of the tender as stipulated in the tender documents and the Earnest Money of the successful tenderer shall remain in the custody of the Department of Industries till the entire jobs are completed .

- (a) FDR should be from a Scheduled Bank valid for a period of one year and;
- (b) Bank guarantee should be submitted by the tenderer in the prescribed Performa for security deposit or in the shape of FDR duly pledged in favour of Director Industries. The Bank Guarantee / FDR shall be obtained from the successful tenderer on the award of the contract irrespective of his registration status, which shall be for an amount of five percent of the value of the contract. The Bank Guarantee / FDR shall be furnished from a commercial bank in an acceptable form with a view to safeguard the interest of Department of Industries.
- (c) Bank Guarantee / FDR shall remain valid for a period of sixty days from the date of completion of contract to the best of satisfaction of Department of Industries and the tender will be rejected straightway.

Earnest money shall not be accepted in any form other than those specified above and tenders not accompanied by earnest money will not be entertained.

01.7 **TENDER BY OTHER THAN INDIVIDUAL**: When the tender submitted is not in the name of an individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm / company and shall be signed by a person or persons duly authorized by him by means of legally valid documents (duly certified copy of the same shall be attached with the tender). For illustration, in the event of tender being submitted by a partnership Firm, it must be signed by a person holding the power of attorney authorizing him to do so. Such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act and also requires to submit a copy of Partnership Deed.

01.8 Each tenderer should submit with the tender (A) a copy of Partnership Deed, if applicable (B) a copy of Permanent Income Tax Account No.

01.9 **DECLARATION OF TENDERERS RELATION WITH THE EMPLOYEES OF DEPARTMENT OF INDUSTRIES**: Should a tenderer or contractor have relation or relations or in case of firm or company of contractors, one or more of its share holders employed in Department of Industries, the authority inviting tenders shall be informed of the fact at the time of submission of the tender failing which Department of Industries may in its sole discretion reject the tender or rescind the contract.

01.10 **DEPARTMENT OF INDUSTRIES NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER**

The acceptance of tender will rest with the Director Industries, Department of Industries which does not bind himself to accept the lowest tender and reserves the right (i) to reject any or all tenders or (ii) to split up the work among two or more contractors (iii) to accept the work in part, if considered expedient, without assigning any reason thereof and shall bear no liability whatsoever, consequent upon such a decision.

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- 01.11 **TENDERER BOUND BY HIS QUOTATION/TENDER:** The rates quoted in the tender will be valid for six months from the date of opening of the tender.
- 01.12 **REFUND /FORFIET OF EARNEST MONEY:** No tenderer can claim refund of Earnest Money before the expiry of 06 months from the date of opening of the tender. Earnest Money may be forfeited, if;
- i) The bidder withdraws the bid after bid opening during the period of Bid validity.
  - ii) The bidder does not accept the correction of Bid Price pursuant to clause No. 01.5.
  - iii) The successful bidder fails within the specified time limit to
    - 1. Sign the agreement; or
    - 2. Furnish the required performance security; or
    - 3. Commence the work within stipulated time given in the Work Order.
- 01.13 **TENDER LIABLE FOR REJECTION:** The following tenders will be Liable to summarily rejection.
- a) Tenders submitted by tenderer who resort to canvassing.
  - b) Tenders, which do not fulfill all or any of the conditions, laid down in the tender documents or are incomplete in any respect.
  - c) Tenders, which contain uncalled remarks or any alternatives/additional conditions.
- 01.14 **Opening of Tender:** Tenders will be opened in the office of the Director Industries, Department of Industries, Shimla at the time and on date as per Tender Notice in the presence of tenderer or their authorized representative who wish to be present.
- 01.15 The tenderer shall have to make out all arrangements of tools, machines, vehicles and implements required for the execution of the job/contract awarded, at his cost alongwith security in the shape of FDR/Bank Guarantee.
- 01.16 **COMMENCEMENT OF WORKS:** - The successful tenderer will be issued job order/contract in duplicate signed by the Director Industries, Department of Industries, Shimla. One copy of it duly accepted and signed by the successful tenderer /contractor on each page will be returned within 7 (Seven) days of the issue of letter of intent of contract / Work Order to Director Industries, Department of Industries, Shimla for record in token of their acceptance of contract.

The Contractors' responsibility under this contract will commence from the date of issue of the letter accepting the tender. The tender documents and letter of acceptance shall constitute the Contract/Agreement. The provisions contained in tender papers and other documents exchanged between the tenderer and Director Industries, Department of Industries, Shimla shall form part of the contract /Agreement. The successful tenderer shall start the work within 15 days of the issue of job order/contract, or as agreed by both the parties.

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- 01.17 **Period of Contract:** The job/Contract will be for a specified period i.e. 3 months as per tender notice. This period however, can be extended/curtailed if required by the Director Industries, Department of Industries, for which the contractor cannot claim any compensation.
- 01.18 The terms and conditions along with special terms and conditions if any issued with the tender form shall have to be attached with the tender duly signed by the tenderer on each page.
- 01.19 Conditional tenders will not be accepted. The successful tenderer has to do the job on Department of Industries terms and conditions.
- 01.20 The Tenderer should give full and complete address with telephone/fax No. if any, in the tender form, i.e. address on which correspondence is to be done.
- 01.21 The Tenderer should quote the rates in the manner as specified in the tender notice for the jobs.
- 01.22 For each job a composite rate and individual rates under different heads should be quoted. Composite lowest rate will be considered for award of job.
- 01.23 **Tax Deduction at source:** Income Tax as applicable as per Income Tax Act shall be deducted at source from party's bills and a certificate towards this deduction shall be issued by D.D.O. Geological Wing, Department of Industries, Shimla.
- 01.24 **Validity:** Amount quoted should be net and should remain valid for our acceptance for a minimum period of six months from the date of opening of bids. Department of Industries will not allow any revision in amount within validity period after sealed tenders are opened.
- 01.25 **Pre-Bid:** The party may visit our office from 11.00 AM to 4.00 PM on any working days for clarification/doubts if any.

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**DEPARTMENT OF INDUSTRIES  
HIMACHAL PRADESH  
SHIMLA – 1**

**02.0 DEFINITION AND INTERPRETATIONS**

02.1 DEFINITIONS: In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise as required:

- a) "**Department of Industries**" shall mean the Department of Industries, Shimla or the administrative matters officers of Department of Industries, Shimla authorized to deal with any matters with which these presents are concerned on its behalf.
- b) The "**Director Industries**" shall mean the officer in administrative in-charge of the whole of Department of Industries, Shimla.
- c) Geologist, Assistant Geologist, Mining Officer, Mining Inspectors, Assistant Mining Inspectors shall include the officers/officials of the Department of Industries..
- d) Director Industries representative "means" any authorized officer/official of Department of Industries entrusted the job of supervision at working place/site.
- e) "**Contractor**" shall mean the person, firm or company who enters into contract with Department of Industries, and shall include their executors, administrators, successors and permitted assigns, or any other authorized agents.
- f) "**Contract**" shall mean and include the agreement, work Order the accepted schedule of rates, the general conditions of contract, the special conditions of contract, the drawing, the specifications and tender forms etc.
- g) "**Works**" shall mean the works to be executed in accordance with contract.
- h) "Specification" shall mean specification for material and works issued under the authority of the Director Industries or as amplified, added, or specified by special specifications.
- i) "**Drawings**" shall mean the maps, drawings and plans and tracings or prints thereof annexed to the contract and shall include any modifications of drawings and further drawings as may be issued by the Director Industries from time to time.
- j) "**Site**" shall mean the site and place on or through which the works are to be carried out and any other lands or places provided by the Geological Wing, Department of Industries, Shimla for the purpose of the contract or site mutually agreed upon.

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k) **Environment:**

a) Includes, water, air and land and their relationship which exists among & between, water, air, land and human being other living creatures plants, micro organisms and property.

b) Environment pollutant: means any solid, liquid or gaseous substances present in such forms and concentrations may be or lead to be injurious to environment.

c) Environment Pollution: means the presence of any environment pollutant.

d) Hazardous substance: means any substance or preparation which by reason of its chemical or physiochemical or handling is liable to cause harm to human being other living creatures, plants micro-organism, property or the environment.

No person causing on any industry, operation or process and shall discharge or emit or permit to be discharged or emitted any environmental pollutant in excess or such standard may be prescribed. Every motor vehicle in use shall comply with environment Act/Rules/Regulations.

02.2 **SINGULAR AND PLURAL:** Works carrying singular number shall also include plural and vice versa, where context requires.

02.3 **HEADINGS:** The headings in these general conditions solely for the purpose of facilitating reference and shall not be deemed to be part thereof or taken into consideration in the interpretation of construction thereof or of the contract.

02.4 **LAW GOVERNING THE CONTRACT:** The contract shall be governed by the laws for the time being in force in the Republic of India.

02.5 **OCCUPATION AND USE OF LAND:** No land belonging to or in the possession of the Department of Industries, shall be occupied by the contractor without the prior permission of Director Industries, Department of Industries, The contractor shall not use the site for any purpose other than that of executing the works stipulated in the contract.

02.6 **CONTRACTOR TO EXECUTE AGREEMENT:** The contractor's responsibility under this contract will commence from the date of issuance of letter accepting the tender. The tender document and the letter of acceptance shall constitute the contract. The successful tenderer shall be required to execute an agreement on non judicial stamp paper of Rs. 10/- or as applicable on date with the Director Industries, Department of Industries, within 7 days after receipt by him of the letter of acceptance for carrying out the works according to the general conditions of the contract and specifications of works and material as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in agreement form of works to be specified by Department of Industries. The provisions contained in tender papers and other documents exchanged between the tenderer and Department of Industries shall form part of the contract.

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02.7 **COMPENSATION FOR NON COMMENCEMENT OR DELAY IN COMMENCEMENT OF THE WORK:** Time shall be regarded as essence of the contract and the failure on the part of the contractor to complete the work on dates stipulated in the tender and the work orders for the completion of the respective works shall entitle Department of Industries to recover damages from the contractor by way of ascertained liquidated damages a sum equivalent to one percent of the contract value of the works for each week or part thereof for which the contractor is in default. In any case the damages so recovered will not exceed 10% of the value of work contracted for.

The Director Industries, Department of Industries may at his discretion allow the contractor such further extension of time as he may decide whose decision in writing shall be final and binding.

02.8 **EXTENSION OF TIME:** If the contractor desires extension of the time for completion of the work on the ground of unavoidable hindrance in his execution of job, or on any other ground, he shall apply in writing to the Director Industries within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Director Industries may in his absolute discretion authorize such extension of time as may, in his opinion (which shall be final) be necessary. Since, granting of time extension by Director Industries, Department of Industries is at the request of the contractor, no claim or compensation can be put forth by the contractor on the various grounds on which time extension is granted.

If the Director Industries, Department of Industries, is not satisfied that the work can be completed by the contractor and in the event of failure on the part of the contractor to complete the works within the extended time allowed as aforesaid, the Director Industries shall be entitled, without prejudice to any other right or remedy available in the behalf, to appropriate the contractor's security deposit under clause 02.50 whether or not actual damage is caused by such default.

02.9 **FINAL CERTIFICATE:** On completion of the work, the contractor shall be furnished with a certificate by the Director Industries of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the contractor has removed from the premises on which the work shall be executed, all the machinery installed, equipment and other installation if otherwise not required by the Department of Industries for their subsequent works. If the contractor fails to comply with the requirements of this clause as to remove of above material before the date fixed for the completion of the work, the Director Industries may at the expenses of the contractor remove such material dispose of the same as he thinks fit and the contractor shall have no claim in respect of any such materials as aforesaid except for any sum actually realized by the sale thereof.

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02.10 **ACCOUNT PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT:**

On account payment made to the contractor shall be without prejudice to the final marking of the accounts, shall in no respect be considered or used as evidence of any facts stated in or to be inferred neither from such accounts nor of any particular quantity of work having being executed, nor of the manner of its execution being satisfactory.

a) **PAYMENT TO CONTRACTOR'S BANK ACCOUNT:** The contractor/firm has to furnish its Bank account number to Department of Industries, which shall be in the same name and style of the contractor/firm. Department of Industries intends to make payments online (i.e. e-Payment). Therefore, the contractor/firm has to furnish to the Director Industries.

- (i) Bank Account of the bidder as mentioned above.
- (ii) An authorization in the form of the legally valid documents such as a power of attorney confirming authority on the bank to receive payments.
- (iii) His own acceptance of the correctness of the account made out as being due to him by the Department of Industries or his signature on the bill or other claim preferred against Department of Industries, before settlement by the D.D.O. of the Accounts of Claim by payments to the bank. The receipts given by such banks shall constitute a full and sufficient acquaintance for payment to the contractor. The rules governing the e-transactions will apply.

Account of a work, when executed by a partnership firm must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of firm by one of the partner or by some other persons having authority to give official receipt for the firm. The contractor shall have no claim for any interest or any other compensation with respect to any delay in payments of his interim or final bills or the refund of his security deposit or in respect of any amounts, which may be in Department of Industries' hands owing to any dispute between Department of Industries and contractors.

02.11 **WORKS TO OPEN TO INSPECTION:** All works under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspections and supervision by the authorized officers/officials of Department of Industries and the contractor shall at all time during the usual working hours and at all other times at which reasonable notice of the engineer or his subordinate to visit the work shall have been given to the contractor whether himself be present to receive the orders or instructions or have a responsible agent duly accredited in writing for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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- 02.12 **CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK:** The contractor shall be solely responsible for the manner and the method of executing the work, and the work shall be subjected to the approval of Director Industries from time to time for the purpose of determination of the question whether the work is executed by the contractor in accordance with the contract.
- 02.13 **SUMS PAYABLE BY WAY OF COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Department of Industries without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 02.14 **ACTION WHERE NO SPECIFICATIONS:** In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Director Industries.
- 02.15 **MATERIALS OBTAINED FROM THE DISMANTLING AND EXCAVATION ETC.:** All materials (e.g. stone, boulders etc.) obtained in the work of dismantling, excavation etc. shall be the property of Department of Industries and may be issued to the contractor (if he requires the same for the work) at rates approved by the Director Industries/Mining Officer.
- 02.16 **CLEANLINESS OF SITE:** The contractor shall keep the site clean and free from rubbish to the satisfaction of Mining Officer/Director Industries/any other representative authorized by the Director Industries. All surplus materials, rubbish etc. will be removed to the place fixed by the Director Industries/any other representative authorized by the Director Industries and nothing extra will be paid for it.
- 02.17 **INCONVENIENCE TO THE PUBLIC:** The contractor shall not deposit the material on any site, which may cause inconvenience to the public. The Mining Officer/Director Industries/any other representative authorized by the Director Industries may requires the contractor to remove any materials which is considered by him to be a damage or inconvenience to the public these are to be moved at the contractor's cost.
- 02.18 **CONTRACTOR TO PAY FOR WATER REQUIRED FOR WORK:** The contractor shall make his own arrangements at his own cost for the water required for the execution of the contract.



- 02.19 **CONTRACTOR TO COMPLY WITH ALL LAWS ETC.:** The contractor be responsible to secure compliance with all central and state laws as well as the Rules, regulation, Bye-laws and orders of the local Authorities and statutory bodies as may be in force from time to time. He shall give the Municipal Committee, Police and other relevant authorities all such notices etc. as may be required by Law and obtain all requisites licenses for temporary constructions, enclosures etc. and pay all taxes, Fees and such other dues or charges, which may be leviable on account of any of his operations in executing the work under this contract. He shall make good, at his own cost, any damage to any adjoining property.
- 02.20 **CONTRACTOR TO MAKE AND MAINTAIN APPROACHES ETC.:** Any temporary by passes, approaches, service roads etc. which the contractor may consider necessary for the execution of the work under this contract shall have to be made and maintained by him at his cost and no extra payment or compensation shall be payable to him on this account. These entire temporary bypasses, approaches service roads etc. constructed by the contractor shall be available for use of Department of Industries without any extra payment.
- 02.21 **ASSIGNMENT OR SUBLETTING OF CONTRACT:** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the Department of Industries. Any breach of this condition shall entitle the Department of Industries to determine cancellation of the contract, and also render contractor liable for payment to Department of Industries in respect of any loss or damage arising or ensuing from such cancellation.  
Provided always that execution of the works by petty contract under the direct and personal supervision of the contractor or his agent shall not be deemed to be subletting under this clause. The permission of subletting of the work by the contractor shall not establish any contractual relationship, between the sub-contractor and Department of Industries and shall not relieve contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse Department of Industries for the expenditure incurred by it for the above, the contractor shall reimburse Department of Industries for the same.
- 02.22 **HANDING OVER OF WORKS:** The contractor shall be bound to hand over the work executed under the contract to Department of Industries complete in all respects to the satisfaction of Director Industries.
- 02.23 **REPAYMENT OF SECURITY DEPOSIT:** The total security deposit shall become due and shall be paid to the contractor after the expiration of the period of contract, specified in the tender record from the date on which Director Industries shall have passed the certificate of completion comprising whole of the work to be done under the provision of the contract, or any other earlier date subsequently to the completion of the whole of works that may be fixed by Department of Industries in this behalf provided that all the stipulations of this clause have been fulfilled by the contractor and all clauses and demands made in respect of damage or loss by from or in consequences of the works have been finally satisfied.

02.24 **DETERMINATION OF CONTRACT TO DEFAULT OF CONTRACTOR:**

- 1 If the contractor shall:
  - i) Become bankrupt or insolvent, or
  - ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee or inspection of his creditors, or
  - iii) Being a company, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
  - iv) Have an execution levied on his goods or property on the works or
  - v) Assign the contract or any part thereof otherwise that as provided in clause 2.21 of these conditions or
  - vi) Abandon the contract or
  - vii) Persistently disregard the instructions of the Director Industries or contravene any provision of the contract, or
  - viii) Fail to adhere to the agreed program of work or fail to remove the materials from the site or to pull down and replace work after receiving from the Director Industries/Mining Officer/ Any other officer authorized by Director Industries notice to the effect that the said materials or works have been condemned or rejected, or
  - ix) Fail to take steps to employ competent or additional staff and labour as required, or
  - x) Fail to afford the Director Industries / Any other officer authorized by Director Industries proper facilities for inspecting the works or any part thereof as required under clause 2.11 of these conditions or
  - xi) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Department of Industries or to any person on his or on their behalf in relation to the execution of this or any contract with the Department of Industries than and in any of the said causes. The authorized representative on behalf of the Department of Industries may serve the contractor with a notice in writing to that effect. If the contractor does not within seven days after delivery to him such notice proceed to make good his default, in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the authorized representative. Department of Industries shall be entitled after giving 48 hours notice in writing under the hand of the Director Industries to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract and adopt any or several of the following courses.
    - a. To rescind the contract of which rescission notices in writing to the contractor under the hand of the Director Industries/Mining Officer/ Any other officer authorized by Director Industries shall be conclusive evidence in which case

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the security deposit of the contractor shall stand forfeited to the Department of Industries without prejudice to Department of Industries right to recovery from the contractor any amount by which the cost of completing the works by any other agency shall exceed the value of the contract.

- b. To carry out the works or any part thereof, by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the Director Industries/Mining Officer/ Any other officer authorized by Director Industries shall be final and binding upon the contractor, and to debit the contractor with the value of the works done as if works had been carried out by the contractor under the terms of the contract and the certificate of the Director Industries in respect of the amount to be debited to the contractor shall be final and binding upon the contractor.
- c. To measure up the work executed by the contractor and to get the remaining work completed by another contractor at the risk and cost of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the contractor if works have been carried out by him under the terms of contract, the amount of which exceeds as certified by the Director Industries shall be final and binding upon the contractor and shall be borne and paid by the contractor and may be deducted from any moneys due to him by Department of Industries under the contract or otherwise or from his security deposit.

Provided always that in any case in which any of the powers conferred upon the Department of Industries by sub-clause (1) of clause 2.24 hereof shall not be exercised, the non exercised thereof shall not constitute a waiver of any of the conditions thereof and such powers shall not be standing be exercisable in the event of any future case of default by the contractor for which his liability for past and future shall remain unaffected.

2) **Right of Department of Industries:** After rescission of contract owing to default of contractor, in the event or any or several of the courses, referred to in sub-clause (1) or this clause, being adopted;

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered in to any commitments, or made any advances on account of or with a view to the execution of works or performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under the contract, unless and until the Director Industries shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

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b) The Director Industries/Mining Officer/ Any other officer authorized by Director Industries shall be entitled to take possession of any materials, tools, implements, machinery and building, on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

c) The Director Industries shall, as soon as may be possible after, removal of the contractor fix and determine ex-parte or/by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contractor been reasonably earned by or would reasonably accrued to the contractor in respect of work actually done by him under the contract and what was the value of any unused or partially used material, any construction at a plant and any temporary works upon the site.

02.25 **MATTER FINALLY DETERMINED IN DEPARTMENT OF INDUSTRIES:** All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of works or after the completion and whether before or after the determination of the contract shall be referred by the contractor to Department of Industries and Department of Industries shall within a reasonable time after presentation make and notify decisions thereon in writing,. The decisions, directions and certificate with respect to any matters, decision on which is specially provided for by these conditions given and made by Department of Industries or by the Director Industries/Mining Officer/ Any other officer authorized by Director Industries which matter are referred to herein after as excepted matters shall be final and binding upon the contractor and shall not be set aside be attempted to be set aside on account of any informality, omission delay or error in proceedings in or about the same or on any other reasons and shall be without any appeal. Once final bill signed by the contractor (accepted in full and final settlement), no claim /dispute would be raised by the contractor thereafter.

02.26 The contractor shall have to observe all statutory laws and rules as may be applicable such as Factory act, payment of wages Act1936, minimum wages Act 1948,Employers liability Act 1938, Workmen's Compensation Act 1923,Industrial Disputes Act 1947, Maternity Benefit Act 1961, Mines Act 1952, Employees Provident Fund Act, Apprentices Act, Contract Labour (Regulation & Abolition Act) and State Insurance Act etc. with all the modifications till date and any other law relating thereto and rules made there under from time to time which are necessary to be followed for execution of this contract. The contractor shall abide by the statutory provisions in this regard to the satisfaction of Central and State Government authorities. The contractor shall maintain such records as stipulated

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under such regulations and make available the same for inspection of Department of Industries and Government authorities wherever asked for.

- 02.27 Contractor shall maintain proper statutory records of payments under above acts, rules & regulations and all the payments shall be witnessed by Director Industries/Mining Officer/ Any other officer authorized by Director Industries.
- 02.28 The contract shall be governed by the Law for the time being in force in Republic of India
- 02.29 The contractor shall furnish to the Department of Industries the name, designation and address of his authorized agent and all complaints, notices, communications and references shall deemed to have been duly given to the contractor if these are or posted to the address. In case of contract by partners, the contractor to the Department of Industries shall forthwith notify any changes in the constitution of the firm.
- 02.30 The Department of Industries shall have lien on and over all or any money that may become due and payable to the contractor under these presents, and/or also on hand over the contract deposits of security amount or amount made under the contract and which may become payable to the contractor under conditions in that behalf herein contained or on in the respect of any debt of sum that may become due and repayable to the Director Industries, Department of Industries by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between the Director Industries, Department of Industries and the contractor and further that the Director Industries, Department of Industries shall at all times be entitled to deduct from the moneys, securities or deposit which may become payable to the contractor under these presents.
- 02.31 The contractor may employ such employees as he may think fit, and the employees so employed shall be the employees of the contractor, for all-purpose whatsoever and shall not be deemed to be in the employment of the Director Industries, Department of Industries for any purpose whatsoever. The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of service of the employees. If under any circumstances, whatsoever the Contractor is held liable or responsible in any manner whatsoever for the default or omission on the part of the contractor in abiding by the aforesaid rules, laws and regulations, or is held liable or responsible to the employees of the contractor in respect of any matter whatsoever.

The Department of Industries shall be reimbursed by the contractor for the same and also and other expenses or costs incurred by the Department of Industries in

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any proceedings or litigation, as a result of any claim, demand or act on the part of the employees of the contractor. The Department of Industries shall be entitled to claim damages or compensation from the contractor in that event. The contractor shall have to arrange at his own cost the accommodation and water supply etc. for his employees and the Department of Industries shall in no way be bound to provide the same.

02.32 The contractor shall, on instructions of the Director Industries or his representative, immediately, dismiss, from the works any person employed thereon who may misbehave or cause any nuisance or be otherwise, in the opinion of the Department of Industries is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Director Industries.

02.33 **MAINTENANCE OF ACCOUNT:** The contractor shall have to keep proper accounts and maintain registers and other documents as may be required from time to time under all statutory Acts and Laws, etc. He shall be liable to make payments to his employees and labours engaged by him under various statutory Acts and rules for the purpose.

02.34 **BREACH OF CONTRACT:** On breach of contract of any of the terms and conditions as aforesaid on the part of contractor to be observed and performed of which fact the Department of Industries shall be the sole judge, the Director Industries, Department of Industries reserves the right to terminate the contract forthwith without any liability to pay anything to the contractor.

02.35 **COMPENSATION FOR THE LOSS SUSTAINED BY THE DEPARTMENT OF INDUSTRIES:** The contractor shall be liable to make the losses good or pay damages sustained by the Department of Industries on account of any delay or negligence on the part of the contractor in performing his obligations.

02.36 In case of any disputes regarding the contract work, the decision of the Director Industries, Department of Industries, Shimla shall be final and binding on both the contractor and the Department of Industries.

02.37 **FORCE MAJEURE:** The Department of Industries shall not be liable for any claim or loss, damage or compensation whatsoever arising out of stoppage of work (Temporary or Permanent) or failure to continue this contract with the contractor, unless otherwise agreed to contrary, but in no case will this agreement extend to cases when such stoppage, failure or discontinuance is attributable or orders of civil or military authorities, or cause directly or indirectly due to war, mutiny, Civil commission, riots, strike, lock-out, fire, flood, tempest, lightening, earthquake or other forces, accidents or causes beyond the

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control of the Department of Industries, or on any account or the order of the State Government or Central Government or any lawful authority on any ground whatsoever.

- 02.38 It will be the sole responsibility of the contractor to bear the risk and responsibilities or payment of any compensation under Workman's Compensation Act 1923 (VIII of 1923) and as amended from time to time in respect of his employees.
- 02.39 This agreement shall be deemed to have been entered in to at Shimla and accordingly all disputes, if any, will be subject to the jurisdiction of High Court of Himachal Pradesh, Shimla only.
- 02.40 The tenderer who have earlier been awarded contract by the Department of Industries for any job and which they have abandoned or the contract has been terminated by the Department of Industries for breach of conditions shall not be eligible to participate in this tender.
- 02.41 The Director Industries, Department of Industries in its absolute discretion & in paramount interest of the Department of Industries may relax any of the eligibility conditions for any or all the tenderer.
- 02.42 The rates quoted shall be inclusive of minimum wages, Leave wages, maternity benefit, Bonus, worker's Compensation, Provident Fund, Family Pension, deposit linked insurance, Gratuity, tools and implements, Hutments, Drinking water and Medical aid to the workers and all statutory payments. Department of Industries will not be responsible for reimbursing any payment made to the workers statutory or otherwise and entire responsibility should rest on the contractor. The Contractor will be responsible for all statutory payments made to the workers.
- 02.43 The wages to the workers shall be made by the contractor directly without the intervention of Jamadars or Thekedars and the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of the workman.
- 02.44 The contractor or his authorized representative will be available at site all the times.
- 02.45 Department of Industries shall have a lien on and over all or any money that may become due and payable to the contractor under these presents, and/or also on hand over the deposit or security amount or amount made under the contract and which may become repayable to the contractor under conditions in that behalf

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herein contained for or in respect of any debt or sum that may become due and payable to Department of Industries by the either alone or jointly with another or other and either under this or under any other contract or transaction of any nature whatsoever between Department of Industries and the contractor. Any further that Department of Industries shall at all times be entitled to deduct the said debt or sum due by the contractor from the moneys payable to the contractor under these presents.

02.46 **POWER SUPPLY**

The contractor shall have to make adequate lighting arrangement at his own cost for illumination working area after day light hours as to meet the statutory requirements, wherever required.

02.47 The contractor shall provide adequate number of equipments and ancillary machines in proper working condition for completion of work in stipulated time schedule and as per requirement of job.

02.48 If the tender documents submitted after downloading it from the Department of Industries website is found to have been tampered or differs from the tender documents available with the Department of Industries, EMD of such tenderer shall be forfeited along with rejection of its bid.

02.49 **INSURANCE:**

Every Contractor shall be required to obtain a comprehensive Insurance policy from any Insurance Co. which should cover all the labours/employees of contractor deployed by the contractor at Department of Industries Mines/Grinding sites while working as a Contractor with Department of Industries. The policy should be for the entire period of Contract and cover for all accident and able to meet all Statutory Requirements.

In case the contractor does not submit the policy within 15 days of acceptance of job order, the Department of Industries shall obtain the policy from Insurance Co. and deduct the insurance premium paid from Contractor's first bill.

02.50 **Review of work performance and forfeiture of Security Deposit:**

The Department of Industries shall have the right to review the performance and execution of Contract from time to time or at such intervals as decided. In case of inadequate arrangement, resulting in un-satisfactory performance or committing breach of terms & conditions of the Tender or Contract, the Department of Industries shall have the right to terminate the Contract and forfeit the security deposit without prejudice to any rights of the Contractor to claim damages, losses, costs, expenses, charges etc. as may be attributable to the poor performance/breach of the contract.

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02.51 **REGARDING MISBEHAVIOR BY THE CONTRACTOR OR HIS STAFF DURING THE PERIOD OF CONTRACT WITH DEPARTMENT OF INDUSTRIES OFFICIALS.**

In case of any misbehavior by the Contractor or his staff with any officials or staff of Department of Industries or if the Contractor or his staff does not follow instructions given by officials or staff of Department of Industries, Department of Industries may terminate the contract without prejudice to any rights of the contractor to claim damages, cost, losses, expenses etc.

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**NIT NO. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-  
1/2016** [TECHNICAL BID ANNEX. I]

**PARTICULARS OF EXPERIENCE IN SUPPORT OF HAVING DONE SIMILAR JOB BY  
THE TENDERER.**

S.NO.	YEAR	NAME & ADDRESS OF THE CLIENT	DESCRIPTION OF WORK DONE WITH VALUE	REMARKS
1				
2.				
3				

PLACE

SIGNATURE OF TENDERER

DATE:

WITH SEAL

(Attach extra sheets/lines, if required)

Note: All the columns should be filled in properly otherwise tender may not be considered.

**NIT NO. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-  
1/2016** [TECHNICAL BID ANNEX. II]

**PARTICULARS OF JOBS ON HAND**

S.NO.	NAME & ADDRESS OF THE DEPARTMENT/MINE	DESCRIPTION OF WORK TO BE EXECUTED	PERIOD OF EXECUTION & DATE UPTO WHICH IT IS TO BE COMPLETED.	REMARKS

PLACE

SIGNATURE OF TENDERER

WITH SEAL

DATE:

(Attached extra sheets, if required)

Note: All the columns should be filled in properly otherwise tender may not be considered.

**NIT NO. DOI GEOLOGICAL WING/SURVEY AND REVENUE RECORD-  
1/2016 [TECHNICAL BID ANNEX. III]**

**LIST OF PROJECTS FOR WHICH THE CONSULTANT HAS OBTAINED APPROVAL OF  
VARIOUS STATE GOVTS. DURING LAST THREE YEARS**

S.NO.	NAME OF MINE AND ITS ORGANISATION	JOB TYPE	PERIOD OF EXECUTION OF JOB	REMARKS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PLACE

SIGNATURE OF TENDERER

WITH SEAL

DATE:

(Attach extra sheets/lines, if required)

Note: ENCLOSED DOCUMENTS IN SUPPORT OF ABOVE.

All the columns should be filled in properly otherwise tender may not be considered.

## BANK GUARANTEE BOND

1. In consideration of Director Industries, Department of Industries, Shimla (hereinafter called DIDoI") having agreed to exempt \_\_\_\_\_ (herein-after called "The Contractor(s)) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ (Hereinafter call the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of bank Guarantee for \_\_\_\_\_ ( \_\_\_\_\_ only), we, \_\_\_\_\_ Bank (hereinafter referred to as "the Bank") do hereby undertake to pay the Department of Industries an amount not exceeding Rs \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by Department of Industries by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Director Industries, Department of Industries stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Department of Industries by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding on the Bank as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_

3. We \_\_\_\_\_ the Bank undertake to pay Department of Industries any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractors(s)/supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Department of Industries under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director Industries, Department of Industries, Shimla certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ Bank further agrees with Director Industries, Department of Industries, Shimla that DIDoI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone or any time or from time to time any of the powers exercisable by the DIDoI against the said contractor(s) and to forbear or enforce any of the terms & Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the DIDoI or any indulgence by DIDoI to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Bank guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).

7. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the DIDoI in writing.

Dated.....day of.....201.....

For.....Bank.