

The Mines & Quarries Equipment Hire Rules, 1976

RAJASTHAN

India

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Rule THE-MINES-QUARRIES-EQUIPMENT-HIRE-RULES-1976 of 1976

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The Mines & Quarries Equipment Hire Rules, 1976 Published vide Notification No. F.7(20)E/M/62 Gr.4 dated May 1, 1976, Published in R.G. Gazette part 4-C, dated 1-7-1976 page 162(123 to 130)GSR 19(61) - The Governor has been pleased to accord sanction to the replacement of the Mines and Quarries Equipment Hire Rules, 1961 issued under this department order of even number dated 18-3-1961 as follows:-

1. Title.

- These rules shall be called the Mines and Quarries Equipment Hire Rules, 1976.

2. Extent.

- These rules shall apply for equipment taken on hire from the Department of Mines & Geology, Government of Rajasthan by private persons or by mining lease holders, prospecting licensees or royalty collection contractors for bonafide use at the mines or quarries leased out to them or other Government or Semi- Government Department for bona fide mining work in Rajasthan.

3. Commencement.

- These rules shall come into force from the date of their publication in the Gazette.

4. Definitions.

- (i) Director means the Director of Mines & Geology, Government of Rajasthan.(ii)Hirer means the lessee/licensee and quarry workers etc. who take the machinery and equipment on hire from the Department of Mines & Geology, Government of Rajasthan, and(iii)Rent means the hire charges

prescribed from time to time by the Government or any other officer nominated by it. The rates prevailing at present are given in Schedule 1.

5. Application.

- The application for hire shall be made to the Director or any other officer authorised by him in the form specified in Schedule II at least 15 days before the date of actual requirement.

6. Allotment.

- The allotment of the articles or of the equipment amongst the applicants shall be made by the Director or any other officer nominated by him after taking into consideration the priority of the applications, nature of demand, priority of the mineral etc. His discretion in the matter shall be final.

7. Agreement.

- The hirer shall execute an agreement on the prescribed form specified in Schedule III with the Director or the Officer authorised by him before the machinery is despatched/ delivered to the hirer.

8. Transportation Cost.

- Actual freight charges including cartage, loading and unloading by rail or road will have to be borne by the hirer for to and from journeys i.e. both ways during which period he shall be personally responsible for the safety of compressor and pneumatic hoist & other equipment & will make good the damages caused, if any.

9. Operation Cost.

- The salary, T.A. & D.A. and other allowances, if any, of the departmental operating staff shall be borne by the hirer which will be billed to him on actual basis from the day the equipment and machinery etc. are rented out in addition to payment of the rent.

10. Running & maintenance expenses.

- (i) The running and maintenance expenses of the equipment will be borne by the hirer. Lubricants, fuel, oil etc. shall be as per approved specification by the Department. (ii) Storing & supervision charges at the rate of 5% of the total rent of the equipment or machinery shall be charged from the hirer.

11. Mode of payment of the Rent.

- The hirer shall pay the rent in advance for the full period of hire at the time of agreement: Provided that if the period of hire is one month or more, the advance rent shall be payable for a period of one month.

12. Return of machinery.

- The hirer shall immediately return or surrender the machinery to the Department as the case may be on expiry of the hire period or in case the machinery is urgently required by the Department on the date for which notice is served on the hirer or upon an earlier termination of the agreement in accordance with the provisions contained therein. Explanation: - Notwithstanding anything contained in the agreement if the notice for urgent requirement of machinery is issued by the Department, the agreement shall post facto be treated to have come to an end on the date mentioned in the notice.

13. Penalty & recovery of unpaid rent.

- Delay in the payment of rent or non-payment of it will authorise the Director to recover the equipment hired, and the rent dues with an interest @13% p.a. or the rates prescribed by the Government for the time being under the Land Revenue Act;

14.

In case Quarry Improvement equipment is lying idle it can be given on hire by the Director of Mines & Geology to the other State Departments or private parties, if required.

15.

The rates of rent for equipment can be revised by Government depending on market conditions.

16.

The hirer will return the machinery immediately after the expiry of the period for which it was hired and in case the hirer wants to retain the machinery for further period, he should let the extension from the Director of Mines & Geology or the officer authorised by him by applying for extension at least 15 days in advance.

17.

The machinery other than tractor, compressor, tractair, jack hammer and pneumatic pick can be given on rent for a minimum period of 7 days. In case the hirer returns the machinery before the expiry of the 7 days the rent will be charged for 7 days. The tractor, compressor, tractair, jack

hammer and pneumatic pick can be given on hire for 1 to 3 days with rent increased by 10%. For more than 3 days but not more than 7 days, the rent shall be increased by 5%.

18. Inspection.

- Inspection as to the proper use of machinery and its maintenance will be opened to the officers of the Department of Mines & Geology at all times.

19.

In case of only automobile machinery minor repairs such as small welding etc. in total to a tune of Rs.50/- may be got done by the hirer, which may be reimbursed by the department on necessary verification from the departmental operator.

19A.

The Director in genuine cases, on receipt of a written timely intimation from the hirer duly certified from the departmental operator incharge for the non-working of machinery or equipment due to a mechanical defect, which may require repairs for more than Rs.50/- may absolve such hirer from payment of rent for the machinery remained idle by a written order for reasons to be recorded therein. However, no such benefit shall be allowable in case where the machinery is not run by the departmental operator.

20. Working Hours.

- Except on the weekly day of rest and other holidays as admissible, the person sent alongwith the machine/equipment shall work for a period of eight hours on any day: Provided that in case the machinery taken on hire is not deployed below ground a rest interval of minimum half an hour shall be allowed to them during the period: Provided further that the rest interval may be increased to a maximum of four hours to facilitate working in more than one shift.

21. Controversies.

- In case of any point arising as a dispute with regard to maintenance, use, upkeep, rent etc. of such machinery, the Director's order will be final.

22. Operation.

- The machines will ordinarily be operated by Departmental operator. In the event of illness of departmental operator only the operators approved of or appointed by the Department shall handle the machinery. In case of their absence on leave or otherwise substitute or alternative arrangement will be made by the Director on receipt of information from the hirer: Provided that except in cases of automobile machinery or compressor, the Director on written request from the hirer, may permit

the hirer to engage any qualified & experienced operator for pump, winches, hoist, jack hammers, and exploders etc. at his own accord and in such cases the hirer shall have to bear personally all their expenses inclusive of salary, wages etc. which shall in no case be payable by the Department.

23. Damage or loss.

- In case of damage or loss of the machinery the decision of the Director in recovery of the present full or depreciated cost of the same shall be final.

24. Delegation.

- The Director may delegate his powers under these rules to any officer of the Department of Mine and Geology. This issues with the concurrence of Finance Department vide their I.D.No 225/F.D.(Exp-II)76, dated 22-1-1976.

I

Rates of Rent

S.No.	Name of equipment	RentRs.	
1	2	3	
1.	Tractor Tailor	22.00	Per day
2.	Tractor	80.00	do
3.	Tractair (Tractor mounted Compressor)	113.00	do
4.	Water Pump 5 H. P.(Diesel)	8.00	do
5.	Jack Hammer	7.00	do
6.	Rails per 10 track meters	1.00	do
7.	Tipping Tub	2.00	do
8.	Pneumatic Hoist without wire rope	12.00	do
9.	Diesel Haulage without wire rope	16.00	do
10.	Pneumatic House pipe per 10 meters	2.00	do
11.	Jimcrow	1.00	do
12.	Drill rod 2 1/2	Actual price for store plus 5% stores &supervision charges.	
13.	Drill rod 5'		
14.	Mechanical winches without wire rope	1.00	per day
15.	Electric pump 5 HP	8.00	do
16.	Electric Exploder	1.00	do

17.	Compressor 226 CFM	107.00	do
18.	Compressor 175 CFM	80.00	do
19.	Pneumatic pick	3.00	do
20.	Turn Table	1.00	do
21.	Workshop Drill	10.00	do
22.	Suction 2 1/2" & Delivery 2" Houses for waterpump	3.00	do

Note:- Store & Supervision charges @ 5% of the total rent of the equipment machinery will be charged from the hirer.

II

Application for hireI, We.....request that the following may be given to me/us on hire as per Mines & Quarries Equipment Hire Rules, 1976 for the period mentioned below. I/We shall be bound by all the terms and conditions of the Mines & Quarries Equipment Hire Rules, 1976.

Name of Machinery Period for which required.

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Signature of the applicant(s)

III

(Agreement)(on a stamp of Re. 1/-)An Agreement Made this.....day of 19.... Between the Governor of the State of Rajasthan (hereinafter called "Government") of the one part and.....s/o.....(hereinafter caller "the hirer") of the other part;Whereby it is declared and agreed as follows:-(1)The Government have let to the hirer and the hirer has taken on hire in accordance with the Mines and Quarries Equipment Hire Rules, from the Government for a period of.....from the.....following machinery/equipment (hereinafter caller "the machinery"), namely:-

1.

.....

2.

.....

3.

.....

4.

.....(2)The rent of the machinery shall be Rs.....out of which Rs.....has been paid in advance to the Government and the remaining part shall be paid by the hirer on the commencement of work.(3)The hirer shall further bear the following costs:-(a)Storing and supervision charges at the rate of 5% of the total rent of the machinery:(b)actual freight charges including cartage, loading and unloading by rail or road for to and from journeys i.e. both ways; and during which period he shall make good the damage caused if any;(c)the salary, T.A. and other allowance if any, of the operating staff billed on the actual basis; and(d)running and maintenance expenses of the machinery; the lubricants, fuel, oil etc. will be as per specifications approved by the Director of Mines and Geology, Rajasthan.(4)Minor repairs such as small welding etc. will be got done by the hirer but payment on due verification will be made by the Government.(5)The hirer shall not lend or transfer the plant to any other person or persons without the previous sanction in writing of the Government, and shall not part with or suffer the same free and exempt from all attachments or other legal process.(6)The said hirer will keep the machinery in good order and condition and will on the expiry of the said period or earlier termination of this agreement, return the same to the said Government in the same condition in which it has been lent, reasonable wear and tear expected, and all loss or damage due to breakage or any other cause shall be made good by the said hirer at his own cost, if so directed by the Director of Mines & Geology, Rajasthan.(7)The Government shall be at liberty in the event of delay in the payment of rent or non-payment thereof to:-(a)recover the machinery hired,(b)recover the rent due with an interest @ 13% P.A. under the Rajasthan Public Demand Recovery Act;(8)Any officer of the Department of Mines and Geology, Rajasthan, may, at all reasonable times inspect the machinery as to its proper use, maintenance, working and efficiency and the hirer shall furnish to him such information as he may require concerning the machinery and its working;(9)The operating staff will work for eight hours per day, half an hour's lunch on interval being permitted to all workman. In the event of illness of regular operator only the operators approved of, or appointed by the Government shall handle the machinery. In case of their absence on leave or otherwise, substituted or alternative arrangements will be made by the Director of Mines and Geology, Rajasthan on receipt of the information from the hirer.(10)In case of non-observance or non-performance by the hirer of any of the provisions contained herein or in the Mines and Quarries Equipment Hire Rules, the Government shall be at liberty forthwith to terminate this agreement and to retake possession of the machinery without prejudice to its right to recover damages for breach of agreement; and(11)In case of any point arising as a dispute with regard to maintenance, use, upkeep, rent etc. of the machinery or to any of the provisions of meaning thereof, the decision of the Director of Mines and Geology, Rajasthan shall be final and binding on the hirer.IN WITNESS WHEREOF THE parties have put their signature hereto on the day and year first above written.

Witness- (1)..... Signed by the hirer.

(2).....