



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)

e-TENDER DOCUMENT FOR

“Hiring the services of CCTV cameras and its allied system operated on solar power for continuous 24x7 surveillance and Monitoring at BAJRI Plots BJ-04 , BJ-05, BJ-06 and Nearby Stockyards at Sopura, Adsipura & Akola villages in Tehsil Sawaipur, Bhilwara (Rajasthan) including 24X7 Reporting to RSMML mines and/or other offices on a rental basis with a monthly subscription payment ”

e-Tender No.RSMM/ CO / GGM (Contract)/04/2025-26 dated 09.06.2025

Issued by
GGM (Contract),
Corporate Office,
RSMML, 4, Meera marg, Udaipur

Cost of Non Transferable Tender Document (including GST) : Rs 4720/-

Date of Sale of Tender : From 09.06.2025 to 08.07.2025. up to 1.00 pm

Pre-Bid Meeting Date & Time : On 19.06.2025 at 11:00 AM at RSMML's Corporate Office, Udaipur, Rajasthan -313001

Date of Receipt of Tender : 08.07.2025 up to 3.00 pm at C.O. Udaipur

Date of Opening of Techno-commercial Part: 09.07.2025 at 3.30 pm

Registered Office:

C-89 Jan path Lal Kothi Scheme,
Jaipur -302 015
Phone:0141-2743734
Fax : 0141-2743735

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
Fax :0294- 2428768,2428739



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

4, Meera Marg, Udaipur - 313 001

Phone :(0294) 2427177, 2428792, 2428763-67, Fax :(0294) 2428768/2428739/2428770

Email: project.rsmml@rajasthan.gov.in

GSTIN 08AAACR7857H1Z0

e-Tender No.RSMM/ CO / GGM (Contract)/Cont-04/25-26

Dated: 09.06.2025

Detailed e- NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual /Firm/Companies

Brief Description of work	Contract Period	EMD / bid security
Hiring the services of CCTV cameras and its allied system operated on solar power for continuous 24x7 surveillance and Monitoring at BAJRI Plots BJ-04 , BJ-05, BJ-06 and Nearby Stockyards at Sopura, Adsipura & Akola villages in Tehsil Sawaipur, Bhilwara (Rajasthan) including 24X7 Reporting to RSMML mines and/or other offices on a rental basis with a monthly subscription payment	Five year	Rs. 6.00 lac.
Cost of tender document is Rs 4720/- (inclusive of GST), payable by D.D. in favour of “RSMML Ltd, Udaipur”		
Processing Fee	Rs. 2000/- payable by DD in favour of MD RISL, payable at Jaipur	
Period of downloading of documents	From 09.06.2025 to 08.07.2025 up to 1:00 pm,	
Pre-Bid Meeting Date & Time	On 19.06.2025. at 11:00 AM at RSMML’s Corporate Office, Udaipur, Rajasthan	
Last Date & Time of online Submission of offer	Dated 08.07.2025 up to 3:00 pm	
Date of opening of Techno Commercial offer	Dated 09.07.2025. at 3:30 pm at C. O. Udaipur	

The tenders shall be pre-qualified on the basis of following criteria:

1. Tenderer should have minimum turnover of Rs. 151 lakh in any one of the preceding four financial years i.e., 2021-22, 2022-23, 2023-24 & 2024-25.
2. The Bidder should have minimum experience of
 - Three similar completed works each of value not less than the value equal to Rs. 10.0 Lacs
OR
 - Two similar completed works each of value not less than the value equal to Rs. 15.12 Lacs
OR
 - One similar completed work of value equal and or not less than the Rs. 30.25 Lacs
during the preceding four financial years i.e., 2021-22, 2022-23, 2023-24 & 2024-25.
 - The tenderer(s) in their own name should have satisfactorily executed the work of

“Providing the services of CCTV cameras and its allied system (CCTV cameras installed on high mast towers with solar system for power & wireless RF system, monitoring station etc.) for continuous surveillance & monitoring” during last four (4) years ending last day of month previous to the one in which bids are invited as a Contractor (where the contract had involved similar nature of work as described in the scope of works in this bid document)

- The bidder should submit copies of work orders along with completion certificates etc. to prove the nature of works.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in> electronic form as prescribed in the tender. The tender fees & processing fees will not be refunded in any case. The bidder should go through the website <https://eproc.rajasthan.gov.in> & the link "help for contractors "," information about DSC", FAQs & the bidder manual kit " to know the process for submitting the electronic bids at the website. The complete bid document has been published on the website www.rsmm.com / eproc.rajasthan.gov.in & on <http://sppp.rajasthan.gov.in> for the purpose of downloading.

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortiums are not allowed to participate in this tender.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

Tenderer(es)/ OEM who have been banned/ suspended by the company or any government organisation/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

Offers furnished through any other mode shall not be considered. RSMML will not entertain any claim on account of postal delay/non-receipt. It also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

Group General Manager (Contract)

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

SECTION I

Definitions, Interpretations and Declaration by the Contractor

1.1 DEFINITIONS:

In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1.1 "**Agent**" shall mean the Agent for Mines so notified by the company on this behalf.
- 1.1.2 "**Alteration/Variation order**" means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the Company.
- 1.1.3 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge.
- 1.1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.1.5 "**RSMML**" or "**COMPANY**" shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Janpath, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.6 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.7 "**Contractor**" shall mean the Tenderer as an individual or the Firm or the Company whose offer has been accepted by the company and who has been awarded the job(s) envisaged under this tender. It shall also include their Legal Representative, successors and Permitted Assigns.
- 1.1.8 "**Contract**" shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, tender document comprising of instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, etc., letter of Acceptance Fax/facsimile awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- 1.1.9 "**Tendered Rates**" means rate entered in figures and words in schedule/s by the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.1.10 "**Contract Rate**" or "**Schedule Rate**" or "**Rate of remuneration**" means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.1.11 "**Contract Period**" shall mean the period agreed & allowed for the execution of the work and settlement thereof. It shall also include the extended period, if any.
- 1.1.12 "**Commencement of work**" shall be reckoned from the date of issue of Detailed Letter of Acceptance (DLOA) including the stipulated mobilization period.
- 1.1.13 "**DMG** shall mean Director, Mines & Geology, Govt. of Rajasthan, having its headquarter at Udaipur Rajasthan.
- 1.1.14 "**Engineer-In-Charge or Officer-In-Charge**" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the

- contract work from time to time by the Company.
- 1.1.15 **“Group General Manager / General Manager / Head (Contract)”** shall mean the Group General Manager / General Manager / Head (Contract)” for Contract division of RSMML or his successors in office so designated by the company.
- 1.1.16 **“Detailed Letter of acceptance”** shall mean intimation by a letter to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/Fax
- 1.1.17 **Managing Director** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.1.18 **Mines Manager** shall mean the Mining Engineer so designated under Mines Act, 1952 for different Mines of Rajasthan State Mines and Minerals Limited.
- 1.1.19 **Mines** shall mean BAJRI Plot no. BJ-04 at Sopura village, BJ-05 at Akola village & BJ-06 at Akola village, Tehsil Sawaipur Distt. Bhilwara (Rajasthan).
- 1.1.20 **Stock-Yard / Transit-depot** shall mean the RSMML’s designated yard near BAJRI plots for stock of BAJRI for onward loading for sale.
- 1.1.21 **Month** shall means the period of calendar month.
- 1.1.22 **Notice or “Notice in writing” or “written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.1.23 **RSMML or Company** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Jan path, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.1.24 **River Sand / BAJRI** shall mean the mineral as specified in Rajasthan Mineral concession Rule 1986 and its amendment.
- 1.1.25 **Site** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.1.26 **Specifications** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.1.27 **Temporary Works** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 1.1.28 **Tender** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.
- 1.1.29 **“Tenderer”** shall mean the individual or firm or company who has submitted the offer against this Notice inviting tender.
- 1.1.30 **“Work”/“Job”** shall mean the works to be executed in accordance with the contract or part thereof and shall include all extra, additional, altered and/or substituted work as required for the purpose of the contract.
- 1.1.31 **“OEM”** is the Original Equipment Manufacturer for CCTV items supply with valid authorization certificates from competent government authority.

- 1.1.32 “**Authorized Dealer of OEM**” means the firm/company having MAF (Manufacturing Authorization form) issued by OEM.

INTERPRETATIONS:

- 1.1.33 Headings of all the paragraphs are indicative only and are not intended to provide explanation &/or complete details thereof.
- 1.1.34 Wherever it is mentioned that the Contractor shall do or perform or cause to certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 1.1.35 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 1.1.36 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- 1.1.37 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
- 1.1.38 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work, Drawings and any other documents forming part of this contract wherever the context so requires.
- 1.1.39 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.1.40 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.1.41 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- 1.1.42 No verbal agreement or inference from conversation with any officer or employee of the Company either before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 1.1.43 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.

- 1.1.44 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

DECLARATION BY THE CONTRACTOR

- 1.1.45 The Tenderer do hereby confirm and declare that they have independently inspected related areas, ascertained and obtained all relevant and necessary information, data, particulars, existing wage structure/categories, conditions of services of workmen and working conditions, facilities etc. existing industrial environment, facilities etc..
- 1.1.46 The Tenderer has also ascertained the location and situation of area/site where as Contractor it would be required to undertake the work including existing/proposed approach road/s and other data, information, particulars etc. appreciating all pros and cons, availability of source of water in the area, availability of land and its location/distance from site camp, stores, etc. and all such other information, whether technical/commercial or otherwise.
- 1.1.47 The Contractor has also assessed and satisfied himself as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and nature of working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land etc. The Contractor do hereby agrees and undertakes not to raise any dispute and/or objection at any stage on any ground whatsoever.
- 1.1.48 The tenderer has also taken note of a fact that it is an operating mines area, where besides departmental activities, various other contractual works are being executed. The contractor has to execute this work in close coordination with the concerned agencies

SECTION-II
INSTRUCTIONS TO THE TENDERER

2.1 Instructions to the Tenderer & General Conditions

- i. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Tendering processing fee.
- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be uploaded along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per format of tender document should be kept in a sealed envelope addressed to *Group General Manager (Contract)*, RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor; telephone number etc is to be written on the top for clarity. This envelope should be submitted in the office of the *Group General Manager (Contract)*, RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the tenderer shall be rejected.
- vi. The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- vii. The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of this tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the

scheduled rates.

- viii. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

2.2 Tender Procedure

- i. e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

2.3 Tender Document Fee

The Tender document fee as mentioned in the NIT shall be paid by way of DD in favour of RSMML payable at Udaipur.

2.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 2000/-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of

GGM(Contracts), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.

- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

2.5 ONE BID PER TENDERER

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

2.6 COST OF BIDDING

The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

2.7 GENERAL INSTRUCTIONS FOR FILLING THE TENDER

- i. All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorizing him/her to sign on behalf of tenderer before submission of the tender.
- ii. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- iii. Canvassing in connection with tenders is strictly prohibited for tenderers submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- iv. Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- v. The Company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

2.8 CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT

- i. Should an intending tenderer require any clarification in connection with, or any point covered by, the tender documents, or as to any matter or thing to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at least seven days in advance of the last date fixed for submission of tender. Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender documents.
- ii. The Company will not be bound by any oral clarification or interpretation of the tender documents or of any matter or thing connected with works to be executed in accordance with the tender documents, which may be made in by any of its employee, representatives or agent.

- iii. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

2.9 PRE-BID MEETING

- a. RSMML proposes to hold a pre-bid meeting to clarify doubts of the prospective bidders of the tender. The meeting will be held at Corporate office, Udaipur on 19.06.2025 at 11:00 AM .
- b. Tenderers are also advised to send their queries/clarifications in advance and addressed to the GGM (Contracts) CO RSMML, so as to reach him at least seven (7) days before the scheduled date of pre bid meeting.
- c. Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation

2.10 ADDENDA/CORRIGENDA

- i. Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- ii. Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document.

2.11 CURRENCIES OF THE BID AND PAYMENT

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

SUBMISSION OF TENDERS

The tenders shall be submitted online as prescribed above in the tender document. The "**Techno – commercial Bid**" should contain the scan copy of following:

- i) Details of Earnest Money Deposit, tender fee, processing charges.
- ii) Power of Attorney in favour of the authorised representative signing the tender, as required.
- iii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazette officer as the case may be.
- iv) Copy of PAN NO & GSTIN
- v) Attested copy of the CA certified/ Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- vi) Provident Fund Account Number of establishment and its effective date/undertaking as per enclosed format annexure B.
- vii) Duly filled form 1, 3 & 4 of tender document.
- viii) Undertaking as per annexure-I of tender document.
- ix) "Exceptions & Deviations statement" to be submitted by the tenderer as per tender format in Form-2.
- x) Tender document duly seal & sign with all corrigendums etc.

- xi) Integrated Action plan of this project prepared by the bidder.
- The bidder is required to conduct an extensive survey of the site and integrate an action plan encompassing a preliminary diagram outlining the placement of cameras, SIP speakers, IP phones, solar panels, high mast self-supportive towers (separate design & drawing for civil work of self supporting towers), and network rack locations. Additionally, a proposed network diagram must be provided to illustrate the system's functionality. It is mandatory to present and explain the solution to the committee during the technical evaluation phase.

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

2.12 PART-II Price Bid' (BOQ)

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested that the tenderer should carefully read the instructions mentioned in the Performa of BOQ. The Price Bid Form will be in spreadsheet format.
- (b) Tenderers are required to quote their rates **on per month basis** which includes all kind of expenses for execution of job as per company's required including installation/freight charges, civil work and IT Equipments required for the installation Maintenance Charges (CMC)
- (c) The rates quoted by the tenderer shall be inclusive of all applicable levies & duties except Goods and service tax.
- (d) The original Price Bid Form should be downloaded, filled and signed using the DSC. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered and not submitted online in the prescribed format of BOQ the Bids will be summarily rejected.
- (e) The rates to be quoted shall be only in INDIAN RUPEES (INR) only as per the price format. The rates quoted by the tenderer shall be inclusive of all applicable duties but exclusive of GST.
- (f) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.
- (g) The Price Offer/Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.

2.13 DEADLINE FOR SUBMISSION OF BIDS

The Company may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

2.14 LATE BIDS/Delayed Bid

No bid will be accepted by the Company after the deadline prescribed in NIT due to

any reason whatsoever.

2.15 OPENING OF THE TENDER

- i. The Techno-Commercial Bid of the offer will be opened as per NIT .
- ii. If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

2.16 EXCEPTIONS AND DEVIATION

Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the **FORM-2**. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

2.17 EARNEST MONEY

The tenderer must pay bid Security as per DNIT in the form of crossed demand draft (having validity of three month) in favour of “RSMML” and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected.

In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 6 months issued in favour of RSMML by any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG. Original BG for bid Security shall be required to be deposited by the tenderer on or before the last date of submission, failing which the bid shall be liable to be rejected.

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

NAME BRANCH : RAJASTHAN STATE MINES AND MINERALS LTD
BANK NAME : IDBI BANK
BRANCH : SAHELI MARG, UDAIPUR
ACCOUNT TYPE : CURRENT
ACCOUNT NO. : 050102000002202
IFSC CODE : IBKL0000050

A copy of transaction details of transfer of fund shall be uploaded/ furnished by the bidder to the company with their bid.

No interest shall be paid by the company on the Bid security so deposited by the tenderer. The Bid security of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their technocommercial bids will be refunded at the earliest. The bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to the successful tenderer. The bid Security deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the

tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

The bid Security of a tenderer shall be forfeited in the following cases:-

- (i) If the tenderer withdraws or modifies the offer after submission of the tender.
- (ii) If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- (iii) If the successful bidder does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of the tenderer.
- (iv) If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
- (v) If the successful bidder fails to commence to work within the stipulated period.
- (vi) In case of forfeiture of EMD, GST (if applicable) shall be deposited by the company and the bidder shall not be eligible to claim input tax credit on this GST amount.

2.18 VALIDITY

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

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

2.19 EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- A.** Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
 - i) Meets the eligibility criteria.
 - ii) Has been properly signed;
 - iii) Is accompanied by the required securities; and
 - iv) Is substantially responsive to the requirements of the Bidding documents.

- B.** A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
 - i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
 - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
 - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive

Bids.

2.20 EVALUATION OF TECHNO-COMMERCIAL BID

- i. The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required a level of technical, financial & managerial competence & experience before submitting the tender.
- ii. If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- iii. The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- iv. Price Bid (part II) only of techno-commercially acceptable tenders shall be opened.

2.21 NEGOTIATIONS

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

2.22 CORRECTION OF ERRORS

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

2.23 PROCESS TO BE CONFIDENTIAL

- i. Information, relating to the examination, clarification, evaluation and comparison

of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

- ii. The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to reject his offer and also to debar him from participating in RSMML tenders.

2.24 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- i. The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").
- ii. The notification of award will constitute the formation of the Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of LOA.

2.25 SIGNING OF THE CONTRACT AGREEMENT

- i. The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company preferably but not later than first bill within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- ii. The contract agreement shall consist of –
 - a) An agreement on non-judicial stamp paper of appropriate value,
 - b) Tender document, along with the addenda/corrigendum, if any.
 - c) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
 - d) Agreed Variation, if any,
 - e) Any other document as mutually agreed.

2.26 INTERFERENCE WITH PROCUREMENT PROCESS

In case the bidder

- i) Withdraws from the procurement process after opening of financial bids;
- ii) Withdraws from the procurement process after being declared the successful bidder
- iii) Fails to enter procurement contract after being declared the successful bidder;
- iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground,

Shall, in addition to the recourse available in the bidding documents or the contract, be punishable under the RTPP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

2.27 RIGHTS OF COMPANY

The Company reserves the right –

- i) To reject any or all the tenders, in part or full, without assigning any reason thereto.

- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) to further split the work amongst more than one contractors, if considered expedient at the sole discretion of the company
- iv) To increase / decrease the quantity and period of contract without any additional obligation on it.
- v) Not to carry out any part of work.
- vi) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information & forged document along with offer or thereafter.

The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

2.28 REFUSAL / FAILURE

In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit.

Section- III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 INTERPRETATION OF CONTRACT DOCUMENT

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

3.2 SECURITY DEPOSIT

- i. The successful bidder shall furnish a security deposit of 10% of contract value in the following manner:-
 - a) The Bid security deposit shall be refunded after submission of Bank guarantee of required amount towards security deposit.
 - b) Bank Guarantee (B.G.) amounting to 10% of the value of contract in favour of the Rajasthan State Mines & Minerals Limited, Udaipur on the approved format of the Company issued by any Public sector Bank / Private Sector bank as per the list of Scheduled Commercial Banks attached at Annexure-VII having its branch at Udaipur. In case of invoking the BG, the amount shall have to be paid by the Bank having a branch at Udaipur. Such bank guarantee shall have to be furnished within 30 days of the issuance of LOA/DLOA. The B.G. shall be initially valid for at least three years to be renewed for further period of three years/ till final closure of contract. Such renewal shall have to be effected at least three months prior to expiry date of the B.G. else Company will be free to invoke BG or recover this amount from monthly bills till the desired B.G. is extended. The BG shall have a grace period of 6(six) months beyond the Contract period i.e. three years from the date of DLOA/ LOA.
 - c) Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
 - d) The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in such a case, the amount of bid security of a successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.
 - e) The Amount deducted from running bills towards Security deposit will be refunded to the contractor upon submission of equivalent amount of Bank Guarantee having

validity of contract period at the end of every contractual year

- ii. The entire Security Deposit shall be refunded within six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company and the Company has issued certification for closure of the contract.
- iii. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- iv. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- v. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- vi. In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the Company on demand any balance remaining due.
- vii. In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- viii. In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forthwith make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- ix. No interest is payable on the Security deposit amount.
- x. In case of enhancement of quantum/ value of work, due to any reason, the contractor shall furnish additional security amount. This security may be progressively recovered from the payment due to the contractor. For avoidance of doubt, it is clarified that at any point of time during the currency of the contract, the security deposit (including the Bank Guarantee, if any) shall not be less than 10% of the gross value of work executed by the contractor.
- xi. In case, the contractor fails to mobilize sufficient manpower and equipment within prescribed period the amount of security deposit/EMD may be forfeited at the sole discretion of the Company.

3.3 ADDITIONAL PERFORMANCE SECURITY.-

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

For the purpose of this rule,-

(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

(ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.

(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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

3.4 PROVIDENT FUND

- i. The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work. **Undertaking regarding PF (on non-judicial stamp paper) shall be given by the contractor.**
- ii. The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- iii. The tenderer who are not coming under the purview of EPF & MP Act but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the labour/employees and employer's contribution with PF Trust of RSMML along with 1.10% administrative charges. An affidavit (as per Annexure) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.
- iv. However, each running account / Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages / salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the challan and ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.
- v. Payment due to the contractor shall be made after verifying the copy of ECR & payment challan received from the contractor through the EPFO website.

3.5 SUBLETTING OF WORK:

The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the contractor.

To grant assignment or subletting of work, shall not be a matter of right of the contractor. The authorised representative appointed by the contractor should be under exclusive employment of the contractor and who should not carry on any other business or any gainful employment and should not be associated with Company's customers or their handling agents /representatives/transportation agents.

3.6 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/EMPLOYEES:

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.

The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

3.8 STATUTORY OBLIGATION

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

3.9 RATES & TAXES

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However , the rates will be inclusive of any other levis and duties, as applicable on this contract (up to the last date of submission of bid).

- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

3.10 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to the contractor or recovered by the Company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.

The company shall be fully entitled to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

3.11 EMPLOYMENT OF MANPOWER AND THEIR CONDUCT

Contractor has to engage adequate number of labours/staff/supervisors/managers etc., required for execution of the contractual work and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 or any other act in respect thereof. The RSMML will not, in any manner and at any time or at the closure / termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/staff/supervisors/managers etc., to be engaged by the contractor for the contracted work.

- i. Labour License: The contractor shall have to obtain & produce the license for engaging labours at Mines under the contract, Labours (Regulation and abolition) Act 1970 before starting the work.
- ii. It shall be opened to the company to enforce replacement of any of their staff in the event of Engineer-in-Charge finding them incompetent or otherwise unacceptable at any time after the appointment has been made. Whenever in the opinion of the Engineer-in-Charge additional sufficiently qualified supervisory/ staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.
- iii. The Contractor shall be responsible for the proper conduct and behavior of all the

labours/staff/supervisors/managers and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

- iv. All contractors' personnel entering upon the Company premises shall be properly identified by badges/identity cards of a type acceptable to the Company which must be worn/kept at all times while in or upon Company's premises.

3.12 DRAWINGS AND SPECIFICATIONS:

Wherever it is mentioned in specifications/ drawing/ other documents or instructions that the contractor shall perform certain work and/ or provide certain facilities, it is understood that the contractor shall do so at his own cost.

3.13 PATENTS/ COPY RIGHT /TRADE MARK:

Contractor shall indemnify and keep indemnified the Company including its employees and authorized agents/ representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

3.14 CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO THE WORKERS/ EMPLOYEES:

- i. The contractor shall be liable for sharing of profit as per Contractor Act or payment of all wages and other benefits, such as leave with wages, any other (if applicable) bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time the during the currency of the contract.
- ii. The contractor shall bear all liabilities for employee and society member employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/ completion of this contract.
- iii. The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.

3.15 INDEMNITY:

The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-In-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the

power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.

All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/ Rules applicable on the awarded work to the contractor.

3.16 WAIVER AND LIABILITY TO PAY COMPENSATION:

- i. In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- ii. In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all of any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/ it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his / its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

3.17 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

3.18 NO CLAIM IF WORK IS ABANDONES OR POSTPONED:

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

3.19 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

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

3.20 PROTECTION OF WORK:

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

3.21 USE OF COMPLETED PORTIONS:

- i. Whatever, in the opinion of the Company the work or any part thereof is in a condition suitable for use and in the best interest of the Company requires use, the company may take possession thereof, or use the work of such part thereof, Prior to the date of final acceptance of work all necessary repairs and renewals etc. in the work or part thereof shall be at the expenses of the Contractor.
- ii. All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use by the Company of the work or part thereof as contemplated in this clause shall in no case be construed upon relieve the Contractor of any of his responsibilities under the contract, nor act as a waiver by the Company of the conditions thereof. However, if in the opinion of the Company the use of the work or part thereof delays the completion of the remainder of the work, the Company may grant such extension of time as it may consider reasonable if so requested by the contractor. The decision of the company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any damages, compensation on account of such use by the Company.
- iii. All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor or not. The Contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the Engineer-In-Charge.

3.22 COORDINATION AND INSPECTION OF WORK:

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

3.23 WORK ON WEEKLY DAY OF REST AND HOLIDAYS:

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

3.24 OTHER CONDITIONS, OVERTIME ETC:

- i. The working time of BAJRI Mining & Loading at the site of work is around 72 hours per week. Whereas this Surveillance, monitoring & reporting contract timing shall be 24X7 & 365 days.
- ii. The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment.
- iii. The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act, 1948, RTPP Act etc. should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

3.25 MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.

If, however, in the opinion of the Engineer-In-Charge the execution of the work is likely to be affected/ delayed due to the Contractor's inability to make arrangements for supply of materials the Company shall have the right, at his own discretion, to arrange such materials from the market or elsewhere and the Contractor will be bound to pay for such material to the Company at work site on issue rates plus 10 (ten) percent as storage, supervision charges thereon or at such market rates as may be decided by the Company whichever is higher. This, however, does not in any way absolve, the Contractor from his/its responsibility of making of his own independent arrangements for the supply of such materials in part or in full. This shall in no way affect the time schedule or cause delay in execution of the works. The Contractor shall provide all necessary materials.

Equipment and personnel etc. for the execution and maintenance of the works until final completion thereof.

3.26 DISCREPANCIES BETWEEN INSTRUCTIONS:

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

3.27 INSPECTION OF WORKS:

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

3.28 CONTRACTORS OFFICE AT SITE:

The Contractor shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and / or other communications etc. on its behalf from the Company.

3.29 SAFETY, SANITARY & MEDICAL FACILITIES:

- i. The Contractor and/or his sub-contractor and their employees, at Contractor's cost shall fully comply with the safety rules, regulations or statutory directions and provided sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- ii. The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- iii. The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-In-Charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- iv. All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide toilets for the use of the employees at the work site at his cost.
- v. First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the

Contractor at his cost. The Contractor at his cost, as required under the rules, shall undertake medical check-ups of employees/ persons working with the contractor.

3.30 DAMAGE TO PROPERTY:

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

3.31 RIGHTS OF VARIOUS INTERESTS:

- i. The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.
- ii. Whenever the work being done by any department of the Company or by other Contractors employed by the Company is contingent upon work covered by this contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc. whatsoever.

3.32 POWER OF ENTRY:

During execution of Contract, if in the opinion of Engineer-In charge, it is found that:

- i. Contractor has failed to execute the Contract in conformity with contract document, or
- ii. Contractor has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
- iii. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
- iv. Contractor has abandoned the work; or
- v. Contractor during the continuance of the contract has becomes bankrupt,

Then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute the work by his personnel. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.

3.33 COMPANY MAY DO PART OF WORK:

Upon failure of the Contractor which includes sub-contractor/s, if any, to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Contractor to carry out the work at the risk and

cost of the Contractor. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Contractor, the cost of such work and materials etc, plus 15% additional charges thereon to cover all departmental charges/ expenses and the Contractor shall be bound by such decision of the Company.

3.34 POWER TO ORDER SUSPENSION OF WORK:

The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The Contractor without prior knowledge and approval of the Company thereof shall not suspend the work of any other part. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the contractor if he proposes to suspend the work or any part thereof, on his own.

3.35 LIENS:

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

3.36 RIGHT OF WAY:

The Company will provide the right of way for the facilities to be constructed under the contract. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.

When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected by the contractor. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation.

3.37 CHANGE IN CONSTITUTION:

The Co-operative shall inform the Company before any change is made in the constitution of Contractor or induction or retirement of any of the partners/ directions at the earliest.

3.38 COMPLIANCE IN RESPECT OF VARIOUS ACTS:

The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work, including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/ stipulations of the those Acts and rules made there under including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company.

- i) The Contract Labour (Abolition & Regulations) Act 1970
- ii) The Payment of Wages Act, 1936
- iii) The Contractor Act, 2001
- iv) The Maternity Benefit Act, 1961
- v) The Payment of Bonus Act, 1965
- vi) The Mines Act, 1952
- vii) The Payment of Workmen's Compensation Act 1923
- viii) The Minimum Wages Act, 1948
- ix) The Payment of Gratuity Act, 1972
- x) Forest Conservation Act, 1980
- xi) Air & Water Pollution Acts
- xii) Mines Rules 1955
- xiii) Metalliferous Mines Regulations 1961
- xiv) Indian Explosives Act 1984 & Indian Explosives Rules 1940
- xv) Mines Vocational Training Rules 1966
- xvi) Mines & Minerals Development & Regulation Act 2015
- xvii) Mineral Concession Rules 2016
- xviii) Mineral Conservation & Development Rules 2017
- xix) Environment Protection Act 1986 and Environment Protection Rules 1986
- xx) Indian Forest Act 1927
- xxi) Fatal Accident Act 1985
- xxii) Motor Vehicles Act, 1988
- xxiii) Apprentice Act,
- xxiv) Industrial Dispute Act, 1947
- xxv) Standing Orders Act, 1946
- xxvi) RTPP Act, 2012

It will be the sole responsibility of the Contractor to ensure all sorts of payments to his members and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amounts from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.

The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.

All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and /or remuneration/ compensation by the Contractor to them.

The Contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The Contractor shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Contractor shall be required to ensure vocational training to his workmen before they are put to work as required under Mines Vocational Training Rules, 1966.

3.39 COMPENSATION AND LIABILITY:

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

3.40 LIABILITY FOR ACCIDENT TO PERSONS:

- i. Besides the liabilities of the Contractor under the "Workmen's Compensation Act", Fatal Accident Act, M.V. Act, "Mines Act" the following shall also apply to the Contractor.
- ii. On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Company, against all claims/compensation, loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the company as consequences of workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

3.41 FORCE MAJEURE:

Neither the Contractor nor the company shall be considered to be in default in the performance of their respective obligations under this contract or if such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety Office other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof or forced stoppage of mining, loading operations, accumulation of stock of mineral, failure of railways to supply wagons/ boxes at railway siding, non-availability of mineral at mines/ railway siding and other places due to reasons like sand dune/ storms/ other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/ partial power failure/interruption shall not be construed as force Majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force Majeure lasting for a continuous period of three months both the parties shall consult each other and decide about the future course of action regarding the contract.

3.42 SERVICE OF NOTICE ON CONTRACTOR:

Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his/its authorized agent at the work site.

3.43 SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY & THE EIC:

Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

- (a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's GGM (Contract), Udaipur and copy to authorized representative.
- (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

3.44 TERMINATION:

- i. If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to

perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor: -

- (a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.
 - (b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.
- ii. Before determining the contract, as aforesaid, and provided that, in the judgment of the company the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- iii In the event of the Company proceeding in the manner herein above prescribed-
- (a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof. With any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed/used for the work.
 - (b) The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- iv The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes,

into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

- v Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued upto the date of such termination.

3.45 APPEALS:

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

3.46 DISPUTE, JURISDICTION

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

SECTION –IV

SPECIAL CONDITION OF CONTRACT (SCC)

4.1 APPLICABILITY

These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

4.2 INTRODUCTION

The company is an enterprise of Government of Rajasthan engaged in mining and marketing of various minerals like Rock phosphate, Gypsum, Steel grade Limestone, Lignite etc. from its mines at different locations.

4.2.1 Location And Accessibility Of Site

RSMML has 3 BAJRI Plots (continuous) at village Sopura, Adsipur and Akola Tehsil Sawaipur Distt. Bhilwara (Rajasthan). The approach road Bhilwara to Sawaipur 25 Km on state NH 758 towards Mandalgarh. From Sawaipur to Akola 5 Km and from Akola to River Bed Plot No.BJ-06 is 0.20 KM. Swaroopganj Railway Station is about 25 kms from the Mining Lease area and 30 km from Bhilwara railway station. Nearest Police station is located at Badliawas.

Location Map of BAJRI Plots [BJ-04, BJ-05 & BJ-06] is placed at Annexure-VI.

4.2.2 Plot Area

The Company has three BAJRI plots namely (i) BJ-04 : 76.77 Ha, (ii) BJ-05 : 67.70 Ha and. (ii) BJ-06 : 96.99 Ha; a total of 241.47 Ha. (Location Map enclosed)

4.2.3 Climate

The climate is semi-arid with temperature varying from 15 degree centigrade in January to 40 degree centigrade in May. However, there are wide fluctuations in the temperature. The maximum temperature rises as high as 44 degree centigrade in summer and drops to 0.5 degree centigrade in winter. The average rainfall is 638 mm per year mostly restricted to 4 months of June to September. Occasional scanty precipitation may be there during the winter season.

4.3 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

Following details are required to be furnished by the successful tenderer to the Officer-In-charge at the time of commencement of work at mines;

- i) Attested copy of Letter of Acceptance for the work.
- ii) Details of the personnel who will be engaged for execution of the work.
- iii) Any other document as required.

4.4 REPORTS

The contractor shall furnish the statement of work done by him in the form of report(s) & Log book(s), in the format prescribed by the Officer-In-Charge, on daily basis and/or at specified intervals by the company, to the Officer-In-Charge or to his authorized representative.

4.5 SCOPE OF WORK:

- The prospective tenderer is advised to study the tender documents, concerned specifications and other instructions carefully. The tenderer shall inspect the proposed site of work and acquaint themselves with the site conditions, working hours and all relevant items connected with execution of work. The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with full understanding of the implications thereof. The prospective bidders are also advised to visit the BAJRI plots under BAJRI Unit of RSMML for:
 - a) Site Survey before bidding
 - b) To see the site conditions before quoting the price.
 - c) To design the solution as per site requirement.
 - d) To understand the site condition and work requirement.
- In order to cater the Security and Surveillance of BAJRI mining in the plots and at the BAJRI Stockyard and prevent illegal mining/ transportation of BAJRI from the lease areas, the company intends to monitor the area through CCTV mode.
- The successful bidder shall provide the service of CCTV cameras and its system on a monthly rental basis for continuous surveillance, monitoring at BAJRI plots and reporting at RSMML office / site for the complete contract period. The work is to be carried out 24.00 hours each day.
- The contractor needs to identify locations and commission a proper surveillance system as per details in the tender. However, tentative locations for CCTV tower shall be provided by RSMML for reference.
- The cameras shall be installed in such a way that maximum area shall be covered with good quality resolution.
- The successful Bidder will be responsible for
 - Installation of CCTV Camera setup along with storage lease line/LAN connection, power (solar) system and other accessories required for working of CCTV Surveillance System (as per the detailed specification provided in the tender document at clause no. 4.6 & quantities as per clause no. 4.10) at various locations in Bajri plots **BJ-04, BJ-05, BJ-06 & nearby stockyards at Sopura, Adsipura & Akola villages in Tehsil Sawaipur Distt. Bhilwara (Rajasthan)**.
(The location shall be finalized after mutual discussion with RSMML so as to cover all three plots and stockyards)
 - 24x7 monitoring and reporting work at Udaipur/Bhilwara control room, the bidder shall provide qualified manpower for proper communication and reporting to mines site authorities of RSMML. The Bidder will make arrangements for routine, preventive and breakdown maintenance activities to keep the CCTV system in working. Maintain the Internet leased line during contract period.
 - Safety & security of the complete CCTV set-up shall be the responsibility of the bidder during the Contract period.
- The Bidder will complete the works in all respects and in doing so, provide/ supply all facilities not covered above, but nevertheless required for the satisfactory performance of the complete system. The broad Scope of work will include the followings:

1. The bidder is required to conduct an extensive survey of the site and integrate an action plan into the technical bid. This plan should encompass a preliminary diagram outlining the placement of cameras, SIP speakers, IP phones, solar panels, high mast self-supportive towers (separate design & drawing for civil work of self supporting towers), and network rack locations. Additionally, a proposed network diagram must be provided to illustrate the system's functionality. It is mandatory to present and explain the solution to the committee during the technical evaluation phase.

2. **Installation & Commissioning:** Successful bidder will complete the installation, Commissioning and Integration of all equipment and accessories mentioned in tender document as per relevant standards and specification of tender. The successful bidder will submit the layout design of complete solution and will Install & Commission the IP CCTVs (Bullet/PTZ) & associated system as per site locations. Complete CCTV setup & associated system (Public Address system etc) shall be controlled through the control room / monitoring room at BAJRI Stock-yard designated by RSMML.

- There should be provision in the CCTV setup to add additional points for surveillance, (which may require additional cameras, RF, solar setup and tower installation etc) if required by the company.
- Power supply is not available at BAJRI site hence all the equipment will be operated on solar panel & battery.

3. **Operator:** The successful bidder shall provide operator(s) in all 3 shifts and at each control room throughout the contract period, who are well trained with the system. Technician to be located in the Control Room and Monitor the cameras & its system during 8 hours shift period. The operator shall be responsible for the followings:

- Will take note of suspicious activity (people loitering, illegal mining etc.) as observed during monitoring of cameras and the same will report immediately to RSMML staff.
- Maintain a Log book of above activity
- Ensure proper recording of the video footage.
- If any suspicious activity is reported later on then retrieve the said footage from the NVR/server & handover the same to the necessary authorized RSMML staff.
- Attend to fault in the system and maintain a log of the same.
- If there is a major fault in the system then escalate the same to his higher officials & RSMML's officials.

4. **Safety & security** of the complete CCTV set-up shall be the responsibility of the bidder during the setup installation and the Contract period, RSMML will not give any compensation on any ground.

5. The successful Bidder shall be responsible for ensuring the operability, maintainability, and reliability of the complete equipment covered under this specification within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.

6. The successful bidder shall provide camera footage as and when required.

- For the Stock-yard cameras, the footage retention period will be 6 months.
- For other location cameras at BAJRI plots, the footage retention period will be 15 days.

The bidder shall design the storage accordingly and ensure security and retention of footage for the above mentioned period.

7. Considering the substantial size of the site area, it is imperative that all towers are interconnected using RF devices. In the action plan report, include details about the deployment of RF devices, their routing, and the proposed connectivity using managed network switches.

8. The successful bidder shall ensure that the network is designed to accommodate the bandwidth requirements of all connected cameras at given resolution. Additionally, the bidder must ensure that a live feed from all cameras is reliably provided to the control room.

9. Stock-yards shall be within 2 km from the BAJRI plots. The successful bidder shall install optical fiber cable (OFC) to ensure seamless connectivity between the plot cameras, stockyard cameras, and control room, if required.

10. Geographical condition / suitability of the land / Soil Strata / condition/ locations where the high mast towers will be installed must be ascertained by the bidder before installation of self-supportive high mast towers with proper concrete foundations. The installed towers must be sustainable for the complete contract period.

-Design & drawing for installation of high mast tower shall be provided by successful bidder

11. Supply of Cat6 cables must be outdoor-grade in accordance with the project requirements.

12. Documentation of Project encompassing all details related to RF link and Cat6 cables, network switches, and IP addresses. Additionally, ensure that clear marking is affixed to all network racks to facilitate rapid problem resolution.

13. Incorporate Network Management System (NMS) software or equivalent. This NMS should have the capability to monitor all cameras, network switches, SIP speakers, and all network devices and it should be configured to send real-time notifications to a mobile app accessible by our designated officers in the event of downtime with IP-based devices.

14. A CCTV display system with integrated control for monitoring and recording checking will be provided at our mines/Bhilwara/ Udaipur office by establishing a secure connectivity between the site and office using Stateful Firewall Device.

15. The bidder is required to provide a 50Mbps internet leased line at the site, ensuring a 99% uptime. This leased line will serve as a dedicated and high-speed internet connection for the site's operations.

- The company will have the right to use the network / internet leased line and can also add additional cameras, computers, and other equipment to the network.

16. In case of damage or theft of the CCTV camera / equipment / setup / accessories etc. or During the preventive / corrective / breakdown activities, if any of the CCTVs/ equipment / accessories are found faulty or not working then as per Contract, the same will be replaced by the bidder free of cost.

17. The Resident Engineer of the bidder will liaison with OEM/Channel partners of supplied items under the contract for their repair/replacement etc as per Service Contract timelines. The bidder shall note that the charges for repair/replacement, transportation/ freight/ octroi & insurance etc, if any from site to OEM works and back to site shall be borne by the bidder. It is obligatory for the bidder to keep the minimum number of routine spares required for preventive maintenance to ensure minimum down time without any additional cost. Cameras (Bullet/PTZ), switches and related consumables items should be kept as spare at any time, on site, during the whole period of contract to replace any faulty camera, immediately, if any.

18. Since this is a Service Contract, the bidder is required to quote for the complete work, though the company reserves the right to award the work in full or even cancel the tender.

19. On completion of the entire contract work undertaken by the contractor such CCTV setup, towers, connections, wirings etc. shall be removed by the contractor at his/its cost and site cleared as per the directions of the Engineer in charge. If the contractor fails to comply with such directions, the Engineer in charge may at the expense/s of the contractor, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the contractor shall have no claim whatsoever in respect thereof.

16. The company reserves the right to ask the contractor at any time during the pendency of the contract to remove CCTV setup, towers, connections, wiring etc. by giving seven days.

4.6 SPECIFICATIONS

The work shall be executed on Service contract basis, however during installation and commissioning of the project following specifications under respective product name & Make shall be used under the work-

Item No.	Product Name	Minimum Specification
01	8 MP IP BULLET CAMERA	<ul style="list-style-type: none"> ● Camera Resolution- 8 MP ● Video Compression H.265/H.264/MJPEG, ● Interface 1 RJ45 10M/ 100M, ● IR Distance 60 mtr or Higher, ● IP66/ IP67,Day & Night, WDR, onvif support
02	4 MP PTZ CAMERA	<ul style="list-style-type: none"> ● Camera Resolution- 4 MP ● 30X Optical Zoom ● Video Compression H.265/H.264/MJPEG, ● IR Distance 300 mtr or Higher, ● Interface 1 RJ45 10M/ 100M, ● Pan Range 360°endless, Tilt Range -4°to 90° ● IP66/ IP67,Day & Night, WDR,onvif support

03	NVR 64 Channel	<ul style="list-style-type: none"> • 64 CH IPC input • Incoming Bandwidth 320Mbps • Outgoing Bandwidth 320Mbps • Network Input 8MP, 6MP, 5MP, 4MP, 3MP, 1080P, 1.3MP, 720P etc. • Compression H.265/H.264 • Multi-screen display 1/4/6/8/9/16/25/36/64 • Search Time slice / time / event • Interface 2 RJ-45 port (10/100M/1000Mbps) • HDD Interface SATA×8, up to 10TB per HDD; E-SATA×1 • USB USB2.0 × 2, USB3.0 × 1 • Video Output 2 HDMI , 1 VGA • Multiple network monitoring: Web viewer, CMS/VMS & Mobile Application.
04	NVR 32 Channel	<ul style="list-style-type: none"> • 32 Channel • Incoming Bandwidth 320Mbps • Outgoing Bandwidth 320Mbps • Network Input 8MP, 6MP, 5MP, 4MP, 3MP, 1080P, 1.3MP, 720P etc. • Compression H.265/H.264 • Multi-screen display 1/4/6/8/9/16 • Search Time slice / time / event • Interface 2 RJ-45 port (10/100M/1000Mbps) • HDD Interface SATA×4, up to 10TB per HDD • USB × 3 • Video Output 2 HDMI, 1 VGA • Multiple network monitoring: Web viewer, CMS/VMS & Mobile Application.
05	NETWORK JOY STICK	<ul style="list-style-type: none"> • LED screen, PTZ and TV wall control, 3/4-axis joystick.
06	16 PORT POE SWITCH MANAGED	<ul style="list-style-type: none"> • L2, Managed Switch, 16 Gigabit PoE ports 802.3af/at, PoE power, PoE watchdog, VLAN, QoS, SNMP, Port Mirroring
07	08 PORT POE SWITCH MANAGED	<ul style="list-style-type: none"> • L2, Managed Switch, 8 Gigabit PoE ports • 802.3af/at, PoE power, PoE watchdog, VLAN, QoS, SNMP, Port Mirroring
08	55" Display Monitor	<ul style="list-style-type: none"> • 55-inch 4K Monitor Designed for video security, high reliability and stability / 55" LED backlight • with wide display equipment 4K resolution • Multiple inputs: 2 X HDMI, VGA, 2XUSB
09	10 TB Surveillance Hard Disk	<ul style="list-style-type: none"> • Type of HDD and Capacity 10TB, • Form factor 3.5-inch Surveillance drive
10	Network Rack	<ul style="list-style-type: none"> • Suitable for proper installation and organized layout of networking components, including patch panels, power switches, and the NVR etc.

11	Pole Mountable Rack	<ul style="list-style-type: none"> ● To be mounted on the 15-meter-high mast self-supportive tower item no 15. ● Conforms to IP55 Outdoor Standards ● Front Door: Plain Lockable Door ● Size of Rack such that it is able to accommodate Battery Bank, Charge Controller as mentioned in Item no 20. ● Additional Accessories <ul style="list-style-type: none"> ○ Fan ○ 06 Socket 16Amp Rack Mountable PDU with MCB
12	RF Device with 5 GHz 120 degree 15 dBi dual polarization sector Integrated antenna	<ul style="list-style-type: none"> ● Built-in 5 GHz 802.11ac, dual-chain / Specific frequency range can be limited by country regulations / 15 dBi Antenna Gain / 5.17 - 5.825 GHz Frequency range / Vertical and horizontal Polarization and has a built in 802.11 ac/a/n wireless device with up to 31dBm output power
13	Outdoor RF device with an integrated 25dBi antenna	<ul style="list-style-type: none"> ● 5 GHz dual chain board integrated into 25 dBi dish antenna with 8-degree beam width one Gigabit Ethernet port, Frequency range (Operating range limited by Country Regulations)
14	Online UPS with batteries	<p>Suitable capacity online UPS external batteries with its connecting links & stand compatible with load requirement of server, monitoring system etc at control rooms</p>

15	A 15-meter-high mast self-supportive tower with a concrete foundation with high mast light for indication	<ul style="list-style-type: none"> • The mast shall have a total height of 15 meters / The base diameter of the mast shall be designed according to wind load calculations and stability requirements. / The mast shall be constructed using corrosion-resistant material such as galvanized steel, aluminum, or equivalent, to ensure durability and longevity / The mast shall be mounted on a foundation designed to meet load requirements and accommodate soil conditions. / The mast shall be self-supporting Reinforced concrete foundation / The mast shall be suitable & compatible for installation of the CCTV set up including the parts (cameras, switch, IP speaker solar panel, rack, RF device etc.) mentioned in this table. /The mast shall be equipped with a lightning protection system, including lightning rods and surge protectors/arrestor, to mitigate the risk of damage from lightning strikes. / The mast shall be coated with weather-resistant paint or finish to prevent corrosion and withstand environmental elements. / The mast shall be equipped with a reliable air traffic indication lighting system in compliance with aviation safety regulations/ All wiring must be hidden, through tubes/pipes. No wires shall be visible from outside. • Design & drawing for installation of high mast tower shall be provided by successful bidder
16	Stateful Firewall Device, for VPN connectivity with 5 years subscription of Intrusion Prevention (IPS), Advanced Threat Protection (ATP), SD-WAN Make: FORTINET / SONICWALL /SOPHOS or equivalent	<ul style="list-style-type: none"> • Dual core architecture and dedicated network process unit for better performance / 1xGE SFP • 8xGE RJ45 / Minimum 60GB SSD / • Firewall Throughput: 7.7 Gbps or Above / • VPN Throughput: 4.3 Gbps or Above / • SSL Inspection Throughput: 0.6 Gbps or Above / Capable to do stateful inspection of packet passing through firewall/ Capable to configure firewall policy based upon network, protocol, users, group. / SDWAN feature must have source, destination, service, application and user's base policy creation capability. • Also, should be able to load balance or load share traffic across multiple gateways on the basis of Service Contract parameters. • And same should be demonstrated by OEM/Vender in post bid POC if requested.
17	Horn IP SIP speaker (MATRIX / GRANDSTREAM / TONMIND)	<ul style="list-style-type: none"> • 2-way audio communication using SIP systems and/or ONVIF based VMS • Remotely configurable via Web-GUI • IP rating IP66
18	IP PBX	Suitable for the setup

19	IP Phone (MATRIX / GRANDSTREAM / TONMIND)	Suitable for the setup
20	Solar panel system with the required batteries for at least 36hours backup	<ul style="list-style-type: none"> For equipment's installed on each tower, The party should provide a solar panel, battery, and charge controller that are adequate to provide backup power (two IP Bullet camera, one PTZ camera, one IP horn, and one RF device etc.) for 36 hours.
21	Outdoor CAT6 Cable roll 305Meters	<ul style="list-style-type: none"> Supports ultrahigh speed data networks, Data Rate: 10/100/1000 Mbps (1 Gbps) Cable Type: CAT6,Shielded Twisted Pair Length: 305 meters (1000 feet) Usage: Outdoor Number of Conductors: 8 (4 twisted pairs)
22	Internet Leased Line	<ul style="list-style-type: none"> 50Mbps Internet leased line 1:1 at site Office with 99% uptime Service Contract
23	Workstation/High Performance Desktop Make : Dell/HP/Acer	<ul style="list-style-type: none"> Processor Intel 12th Generation Intel® Core i5-12400 (18 MB cache, 6 cores, 12 threads, up to 4.40 GHz or Higher OEM Motherboard Chipset Intel B 660 Chipset Memory 16 GB DDR4 expandable up to 32GB Storage 512 GB, M.2, PCIe NVMe Graphics Integrated Intel HD Graphics Ethernet Integrated 10/100/1000 Mbps ethernet controller Slots Minimum 2 PCIe slots - 1PCIe x1; 1 PCIe x16 I/O ports 8 External USB: Min 4 x USB 3.2 ; 4 X USB 2.0; 1 RJ-45; 1 HDMI ;1 DP; 1 Audio Combo Jack; 1 Line Out Wireless 802.11ac 1x1 WiFi and Bluetooth Form Factor: Tower Power Supply 180 W or More Internal PSU Monitor 21.8 IPS/VA panel with resolution 1920 X 1080 ; 16:9 aspect ratio within built Speakers Keyboard Standard USB Keyboard (same make as PC) Mouse 2 Button USB Optical Mouse (same make as PC) Operating System Preloaded Windows 11 Professional 64 Bit Security Hardware TPM

Note:

- i) The specifications above are minimum requirements; bidders may offer higher configuration specifications to meet actual site needs but in case RSMML will not pay any additional amount for the higher configuration system..

4.7 INSTALLATION & COMMISSIONING OF CCTV CAMERA AND CIVIL CONSTRUCTION WORK:

The tenderer will be responsible for installation & commissioning including civil construction work of the complete CCTV setup at site. The supplier shall depute qualified and competent technical & other staff to supervise, install and commission the equipment free of cost for suitable man days and for test day running as well as training in operation and maintenance of the CCTV setup at site.

4.8 INDIAN / INTERNATIONAL STANDARD:

The offered specification by the tenderer should be based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to international standards. All electric installations, equipment shall have to conform to Indian Electricity Rules 1967 and as amended from time to time. The equipment covered by specification shall, unless otherwise specified be build to conform to the requirements of relevant standards issued by any of the following and the tenderer should specifically mention in each case the applicability of the relevant latest standard.

1. Bureau of Indian Standard's Standard Codes and specifications wherever applicable. (ISI)
2. Indian Electricity Rule 1967 and as per the latest amendment wherever applicable.
3. British Standard Specification, relevant Code and British Electrical Standard Association.
4. American Society of Mechanical Engineer's Power Test Codes.
5. American Society of Materials Testing Codes.
6. American Standards Association/ USA Standards Institute and Edison Electric Institute
7. Standard of Hydraulic Institute, USA
8. Heat Exchanger Manufacturer's Association, Standards, USA
9. Bleeder Heater Manufacturer's Association, Standards, USA.
10. Appropriate national Standard Specification of the country of manufacture on approval by the purchaser.
11. Indian Boiler Regulation Act.
12. Indian Electricity Act. 1910.

4.9 PATENTS:

Tenders shall warrant that all equipment or material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

4.10 QUANTITY:

The details of quantity of material i.e minimum requirement for the CCTV setup are as under. The quantities below are minimum requirements; bidders may offer higher quantities to meet actual site needs but in case RSMML will not pay any additional amount for the higher quantities.

Sr. No.	Description	Qty.
01.	8MP IP Bullet Camera	68
02.	4 MP PTZ Camera	22
03.	NVR 64 Channel	01
04.	NVR 32 Channel	02
05.	NETWORK JOY STICK	03
06.	16 PORT POE SWITCH- MANAGED	03
07.	08 PORT POE SWITCH- MANAGED	20
08.	55" Display Monitor	03
09.	10 TB Surveillance Hard Disk**	16**
10.	Network Rack : suitable for proper installation and organized layout of networking components, including patch panels, power switches, and the NVR etc.	02
11.	Pole Mountable Rack	21
12.	RF Device with 5GHz 120 degree 15 dBi dual polarization sector Integrated antenna	04
13.	Outdoor RF device with an integrated 25dBi antenna	21
14.	03KVA Online UPS with batteries, links & stand	02
15.	A 15-meter-high mast self-supportive tower with a concrete foundation with high mast light for indication	22
16.	Stateful Firewall Device, for VPN connectivity with 5years subscription of Intrusion Prevention (IPS), Advanced Threat Protection (ATP), SD-WAN	02
17.	Horn IP SIP speaker	22
18.	IP PBX	01
19.	IP Phone	02
20.	Solar panel system with the required batteries for at least 36hours backup	22
21.	Outdoor CAT6 Cable roll 305Meters	14
22.	50Mbps Internet leased line 1:1 at site Office with 99% uptime Service Contract###	01###
23.	06Socket 16Amp Rack Mountable PDU with MCB	22
24.	Four Fan Modules for Floor Standing Racks	02
25.	Fan for Pole Mountable Racks	21
	Workstation / high performance desktop	01

** The successful bidder shall provide camera footage as and when required.

- For the Stock-yard cameras, the footage retention period will be 6 months.
- For other location cameras at BAJRI plots, the footage retention period will be 15 days.

The bidder shall design the storage accordingly and ensure security and retention of footage for the above mentioned period.

The company will have the right to use the network / internet leased line and can also add additional cameras, computers, and other equipment to the network.

4.11 PERIOD OF CONTRACT:

The contract period will be five years from the date of commencement of work.

The bidder must commence the 24X7 surveillance, monitoring through the CCTV setup & reporting work (as detailed in the Scope of work) within 45 days of issuance of work order/Detailed Letter of Acceptance.

The company may extend the period of contract at its sole discretion as per provisions of RTPP Act, 2012.

However, the company reserves the right of termination of contract at any time without assigning any reason by giving a clear notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever

4.12 CRITERIA FOR DECIDING LOWEST TENDERER:

The work as a whole will be allotted to the tenderer who is overall lowest bidder for total Job under the tender. The overall lowest quoted rate offered in proforma of price bid shall only be the criteria for deciding lowest tenderer.

4.13 NEGOTIATION:

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

4.14 ASSIGNMENT/ SUBLETTING:

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub-contractor, his agents and employees fully as if those are the Contractor 's own acts.

4.15 DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK:

Following details required to be furnished by the successful tenderer to the Engineer-in-Charge before the commencement of work:

- I Details of the personnel who will be engaged for execution of the work.
- II List of equipment/parts etc. along with its technical specification with make of the product proposed to be deployed at site for the execution of the work.
- III Contractor shall have to ensure that their employees should undergo initial medical examination & vocational training as per Mines Vocational Training Rules 1966.

4.16 COMMENCEMENT OF WORK:

The bidder must commence the 24X7 surveillance, monitoring through the CCTV setup & reporting work within 45 days of issuance of work order/Detailed Letter of Acceptance.

4.17 COMPENSATION:

a) FOR DELAY IN COMMENCEMENT:

In case of delay in commencing the work, the compensation @ 0.5% of the annual contract value on weekly basis will be recovered. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and forfeit the earnest money deposit (EMD) & /or security deposit (SD) in case the compensation reaches beyond 2%.

b) COMPENSATION ON UNSATISFACTORY PERFORMANCE

This Service Contract for surveillance, monitoring & reporting through CCTV setup is required for five (5) years. The scope also comprises the deployment of manpower for 24X7 monitoring and reporting work at Bhilwara Site/ Bhilwara Office. In case of odd hour's failures and emergencies even holidays, normal service is to be rendered by the Bidder. In case the bidder fails to rectify the fault in allowable time, the penalty would be imposed as per following manner: -

Type of Fault / Penalty	Maximum Allowable Time to Repair / Replace / provide	Penalty beyond allowable time.
Out of service camera	12 Hours	Rs.1000/- per day per out of service camera
If any of the allied system like radio, NVR, Monitor, etc. remains in breakdown condition & not replaced or repaired	2 hours	100 Rs. Per hour
Absence of the deployed manpower for surveillance, monitoring & reporting	0	Rs. 1000/- per shift per day plus an amount equal to the one-day emoluments be deducted over and above the penalty during non-availability of manpower.
Non providing recorded data as and when required by EIC	12 hours	Rs. 5000 per day
The maximum penalty that can be levied is 20% of the Contract Value. If the penalty exceeds 20% of the contract value, the company reserves the right to review and assess the performance of the work and may terminate the contract in accordance with clause 4.18.		

Note:

1. It may be noted that over and above the penalty, during the downtime all the responsibilities will lie on the Bidder for any security issues that happened due to system down.
2. Contract value means basic value of the contract exclusive of taxes and duties, if charged separately

The compensation so paid/and/or adjusted by the company from SD shall not relieve the contractor from his/ its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.

4.18 RIGHT TO REVIEW PERFORMANCE:

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

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

4.19 RISK & COST:

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

4.20 PAYMENT TERMS:

4.20.1 Advance payment

To facilitate the smooth working the company will pay 10% of contract value as an advance payment which shall be recoverable in 12 equal installments from the running bills of the contractor. 50 % of advance payment will be released upon submission of security deposit by the contractor and remaining 50% will be released after successfully commissioning and commencement of work.

4.20.2 Monthly Bills

- i. Monthly subscription payment to the contractor will be admissible only upon successful implementation and commissioning of the work as specified in the tender. No payment during the period of implementation shall be paid to the contractor.
- ii. On completion of each month, the contractor shall raise the monthly bill in triplicate to the Engineer-in-Charge of the contract to receive its remuneration on the agreed and accepted rates from the RSMML and the bills shall be duly verified by the Officer-in-charge.
 - The contractor should submit a monthly bill along with the CCTV record register(s) / logbook(s) (as per clause no. 4.5 point no. 3 & clause no. 4.4) duly signed by Security staff / RSMML site staff of Bhilwara BAJRI Project & verified by EIC for certifying the bill.
- iii. The Firm, on submitting the bill duly verified by the Officer- In-Charge for the work done, is entitled to receive a monthly payment within a period of 30 days after submission of the bill
- iv. The payment against the bill will be made after making necessary deductions as applicable. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- v. The Company shall make payment due to the Firm by crossed Account Payee cheque/RTGS/NEFT.
- vi. The rate quoted by the contractor shall be exclusive of GST.

4.21 PRICE Escalation FORMULA:

The price quoted by the bidder shall remain firm and fixed for the first contractual year. Thereafter the base rate will be revised each year. The agreed and accepted price will escalate by 6.90 % (Six point Nine zero percentage i.e. 50 year W.P.I. (Wholesale price index) average inflation) from commencement of the second contractual year and thereafter beginning of every contractual year.

Apart from above any variation in taxes & duties shall be considered for escalation/ de escalation . No other escalation shall be payable to the contractor.

For eg : Agreed and accepted rate per month : Rs. 100/- per month.

The escalated price applicable at commencement of second year Rs. 106.9 per month (Rs. 100 plus escalation of 6.90%)

The escalated price applicable at commencement of third year Rs. 113.8 per month (Rs. 106.9 + Rs. 6.9) and so on.

4.22 APPLICATION FOR COMPLETION CERTIFICATE:

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

- (i) Details of the quantum of work completed by the contractor.
- (ii) Three sets of calculation sheets (back up papers) thereof.
- (iii) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the contractor or his sub-contractor.
- (iv) Notary attested No claim certificate by the contractor, in favor of the company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- (v) Notarized Indemnification Bond on Rs. 500/- on non-Judicial stamp paper.

The Engineer-In-Charge shall formally issue completion certificate within 60 (Sixty) days on receiving application from the Contractor, after verifying from the completion documents including record etc and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings/ specifications etc and instructions issued to the Contractor by the Company.

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

4.23 FINAL CERTIFICATE:

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

4.24 FINAL PAYMENT AND RELEASE:

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

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

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

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

4.25 UNDERTAKING

I/We have carefully gone through & fully understood all above special terms and conditions dealt in various chapters of this section of tender spelt out in various chapters, clauses, sub-clauses etc. and these are acceptable to we/us.

For and on behalf of the tenderer

Signature of tenderer
With seal

Dated-----

Place-----

e-Tender No.RSMM/ CO / GGM (Contract)/Cont-04/25-26 dated 09.06.2025**GENERAL INFORMATION ABOUT THE TENDERER**

Name & address of the tenderer with telephone No., FAX, E-mail nos. etc.	
Name of the authorized contact person	
Whether OEM company/ authorized dealer of OEM (MAF certified)	
Date of incorporation (enclosed partnership deed/certificate of incorporation)	
Name of Partners/Directors	
PAN no.	
Goods and Service tax Reg. no.	
MSMED Act. Registration no., if any.	
Turnover in Rupees (indicate the figures financial years including current FY)	2023-24: 2022-23: 2021-22: 2020-21;
Name & address of the banker	
If the tenderer is in any other business, please specify.	
Details of Service Centre at Bhilwara/ Udaipur/ Rajasthan	
Any other relevant information.	

Signature of tenderer with official stamp

Date:

Place

RAJASTHAN STATE MINES AND MINERALS LIMITED

(A Government of Rajasthan Enterprise)

EXCEPTIONS AND DEVIATION

e-Tender No.RSMM/ CO / GGM (Contract)/Cont-04/25-26 dated 09.06.2025

Name of Tenderer _____

Tenderer may stipulate here exceptions and deviations to the tender conditions. If considered unavoidable.

No.	Page No. of tender document	Clause No. of tender document	Subject	Deviation

Signature of tenderer/(s)
with seal

e-Tender No.RSMM/ CO / GGM (Contract)/Cont-04/25-26 dated 09.06.2025**Details of past experience**

{To be submitted with Part-1 of the offer (Techno- commercial part)}

List of order(s) executed in last preceding 3 FY and current FY

S. No.	Name & Address of the Party/Consignee	Order No. & Date	Brief Description of the work	Approximate value of the work
01				
02				
03				
04				
05				
06				
07				

Note: Essentially enclose copies of Purchase Orders / LOI/WO and / or Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

Bank Details of Tender for RTGS/NEFT

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

Signature of Contractor with address.

Performa of "PRICE-BID"

To be submitted strictly online in the prescribed format provided at <https://eproc.rajasthan.gov.in> else the tender will liable to be rejected.

e-Tender No.RSMM/ CO / GGM (Contract)/Cont-04/25-26 dated 09.06.2025

PROFORMA FOR 'PRICE BID' BOQ (for reference)

Particulars	Monthly subscription payment (Rs.)
Hiring the services of CCTV cameras and its allied system operated on solar power for continuous 24x7 surveillance and Monitoring at BAJRI Plots BJ-04 , BJ-05, BJ-06 and Nearby Stockyards at Sopura, Adsipura & Akola villages in Tehsil Sawaipur, Bhilwara (Rajasthan) including 24X7 Reporting to RSMML mines and/or other offices on a rental basis with a monthly subscription payment	In Figure----- In W <div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;"> <p>Rates to be quoted in the online format available at www.eproc.rajasthan.gov.in else the tender will liable to be rejected</p> </div>

NOTE:

- The rate quoted will remain firm & fixed and inclusive of all taxes, duties, levies etc. but exclusive of GST.

Dated: -----

Place: -----

**Signature of tenderer/s
with seal**

UNDERTAKING**(To be typed on Non Judicial stamp paper of appropriate value)****Ref. No:-**

Name of Tenderer

I.....S/o Shri.....aged.....

Years, resident of.....on behalf of the tenderer i.e.

M/s.....hereby undertake oath and state as
under:-

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML or by any Govt. organization of India
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed Performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is
(Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (8) I/we hereby declare that we will provide the sufficient staff having desired qualification & experience as per tender provision.
- (9) I/ we hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.

Signature of Tenderer (s)
(Authorised Signatory)
With seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract) RSMML, Corporate office, Udaipur along with Tender fees, processing fees and bid security.

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to For procurement of.....
..... in response to their Notice Inviting Bids No. Dated
..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act,
2012, that:

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –
Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
Jaipur

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) **Fee for filing appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) **Procedure for disposal of appeal**
- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall: -
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No. of

Before the (first/second Appellate Authority)

1. Particular of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

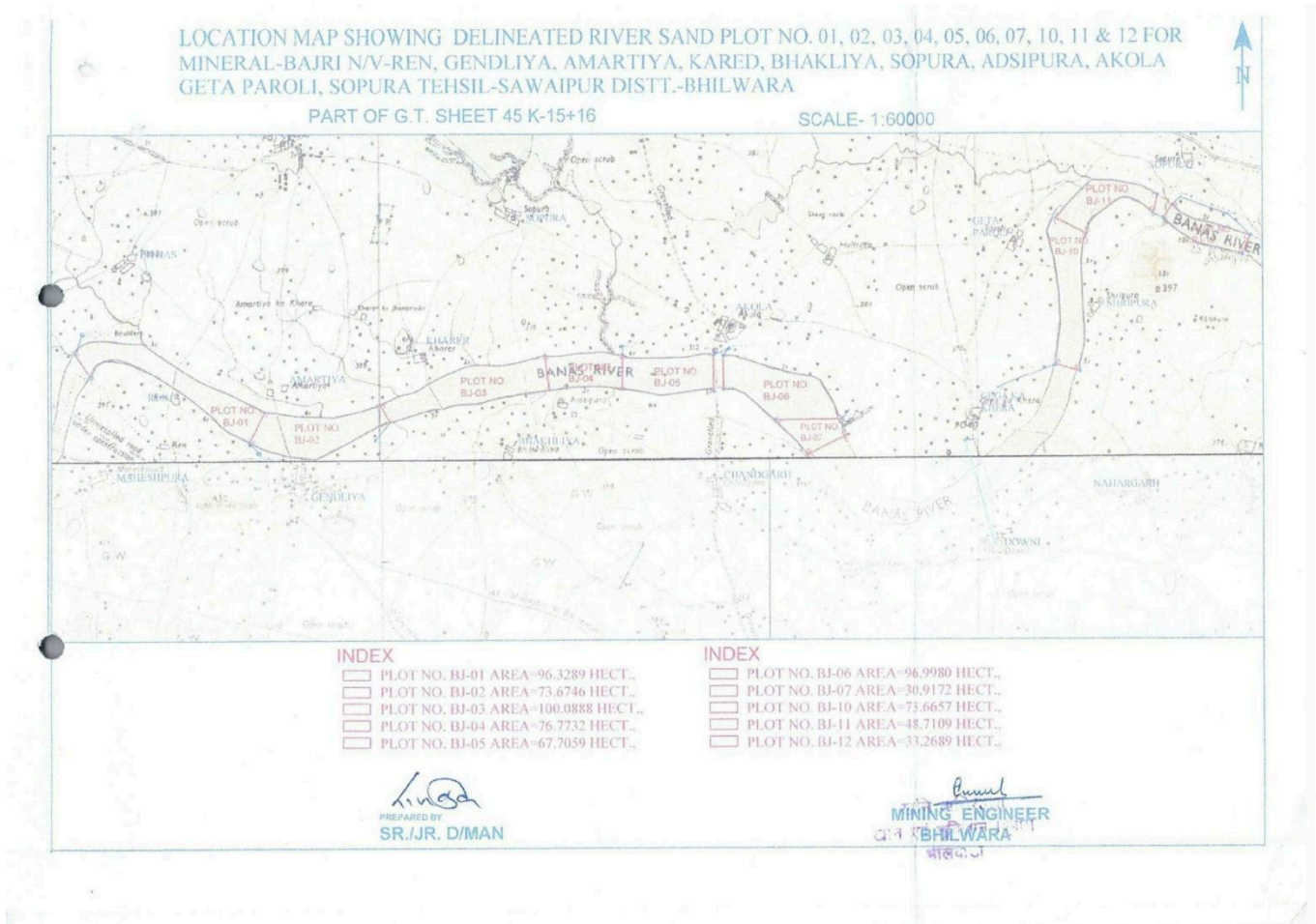
If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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

Location Map of BAJRI Plots [BJ-04, BJ-05 & BJ-06]: -



List of designated banks for BG submission

List of Scheduled Commercial Banks (SCBs)

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

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

22.	Au Small Finance Bank Limited
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PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____

Dated _____

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

Whereas the company having agreed to furnish BG for EMD from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so required includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of tender no for Providing Heavy Earth Moving Equipments etc. on hiring basis for Removal of Overburden, Raising and Transportation of Saleable Lignite from pit of Sonari Lignite Mines Located at, District Barmer, Rajasthan (hereinafter called 'the said Tender') of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs.

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

- (i) We, _____ (Bank) do hereby undertake to pay to the company an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Tenderer of any of the terms and /or conditions contained in the Agreement (the decision of the company as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us).
- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the company by reason of any breach by the said tenderer of any of the terms and condition contained in the said tender by reason of the said tenderer's failure to keep the said tender open. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs.
- (iii) We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company

certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before, the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A., C.O. or GGM(Cont.) shall be deemed to be sufficient demand under this guarantee.

- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer
- (v) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs..... is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (viii) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under Power of Attorney dated _____ granted to him by the Bank.
- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction

IN WITNESSETH I, hereby _____, son of _____
(designation) _____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which being issued on non judicial stamp of appropriate value as per Stamp Act Prevailing in the state of Rajasthan, executed on this date ____ of ____, 2024.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G -----

Dated -----

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

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

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

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

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement

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

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

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

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

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

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

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

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

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