



**RAJASTHAN STATE MINES & MINERALS LIMITED**

*(A Government of Rajasthan Enterprise)*

***TENDER DOCUMENT***

“Digging of pits for plantation work by backhoe loader machine (JCB excavator Machine) and transportation of plant sapling from forest nursery (Govt of Rajasthan) at Dabla /Jaisalmer to our Sanu Lime Stone Mines No.1 & 2, at/near village Sanu, Jaisalmer and further plantation at Sanu Lime Stone Mines No.1 & 2 and distribution of plants saplings to nearby villages (i.e. Joga, sonu, Nawal singh ki Dhani, serava Raghwa etc.)”.

Tender No. RSMM/SBU&PC-LS/GGM(LS)/CONT-03/2025-26,  
Dated 26/06/2025

Issued by

Group General Manager (Limestone),  
RSMML, 8-West Patel Nagar, Jodhpur-342001

**Cost of Non-Transferable Tender Document: Rs. 590 /- (inclusive of GST)** payable in DD/Pay order/Banker's Cheque in favour of “RSMM Ltd, Jodhpur”

**Cost of EMD: Rs. 8,000/-** payable in DD/Pay order/Banker's Cheque in favour of “RSMM Ltd, Jodhpur”

**Date of downloading of Tender: From 26.06.2025 to 15.07.2025 up to 1.00 pm**

**Last Date of submission of Tender : 15.07.2025 up to 3.00 pm**

**Date of Opening of Techno-commercial Part: 16.07.2025 at 3.30 pm at RSMML, Jodhpur office**

**Corporate Office:**  
4, Meera Marg ,  
Udaipur - 313 001  
Phone : 0294-2428763-67,  
Fax 0294-2428768,2428739

**SBU & PC, Limestone Office:**  
8, West Patel Nagar  
Circuit House Road, Jodhpur  
342011

Phone: (0291) 2511031, 2516199  
Fax: 0291-2511029



**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)  
Corporate Office: 08-west patel nagar Jodhpur,

Email: - [contractscsco.rsmml@rajasthan.gov.in](mailto:contractscsco.rsmml@rajasthan.gov.in)



Tender No. RSMML/SBU&PC-LS/GGM(LS)/CONT-03/2025-26, Dated 26/06/2025

**DETAILED NOTICE INVITING TENDER**

**1.1 PRE-QUALIFYING CRITERIA**

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

- i) The tenderer should have minimum turnover of Rs. 2.00 lac in any of immediate three preceding financial years i.e. 2022-23, 2023-24, and 2024-25 in its own name.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

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.

Joint ventures/consortium /partnership are allowed to participate in this tender subject to the jointly/severely responsibility, in such cases the turnover of partners/members should be considered.

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.

The tenderer/ bidder who has earlier been suspended, or, banned, or, whose contract has been terminated including those against whom any FIR has been lodged and is pending, and, has not been disposed off in favour of tenderer meaning thereby acquittal of the tenderer, by the date of opening of techno-commercial bid shall not be eligible to participate in this tender during the currency of the suspension or banned period, or, till favorable disposal of FIR.

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.

**1.2 SUBMISSION OF TENDERS**

The tenders shall be submitted in the office of Group General Manager (Limestone) , 8 West Patel Nagar, Jodhpur(Rajasthan) on or before the date and time mentioned in the Notice Inviting Tender (NIT).

Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself.

Tender should be submitted in two parts viz. Part-I & Part -II, in separate sealed envelopes super scribed Part-I, “Techno-Commercial offer“and Part-II, “Price Bid“ with tender name and NIT No.

Outer Sealed envelope containing above two sealed envelopes will be marked as “Bidding with *tender name* and *NIT No.* & it shall be addressed to Group General Manager(Limestone), RSMML, 08 West Patel Nagar, Jodhpur(Rajasthan)

If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the bid.

Tenderer must submit copies of documents duly attested by Gazette Officer/Notary Public / Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents willnot be considered. It may be noted that the bid shall be examined on the basis of documents submitted, 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 along with the techno- commercial bid or any information/ document is found to be false/ fabricated/ misleading. The authorized signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and shouldalso record the date.

The Part-I “Techno – commercial Bid” should contain document as per Form-II (including addenda/corrigendum if any) duly signed and sealed along with one complete tender document as issued by the company or downloaded from website of RSMML duly filled in, signed & stamped on each page by the tenderer/ authorized representative of the tenderer as describe in different clauses of the tender document in token of acceptance of the terms & conditions of this tender. Any price indication should not be given in the Techno–commercial Bid. The following information / documents are to be given in the Part- I “Techno – commercial Bid”.

The tenders shall be submitted offline as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:

- i. Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer

- /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- iii. Copy of PAN card & Goods and Services Tax Identification Number (GSTIN).
  - iv. Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
  - v. “Exceptions & Deviations statement” to be submitted by the tenderer in form -1 of tender document along with Annexure-I & Annexure-II
  - vi. Sealed and signed copy of tender document with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.
  - vii. Steno typist certificate of person to be deployed by the contractor

### **1.3 PRICE BID ‘NEGOTIATION’:**

The Price Bid (Negotiable) shall be submitted in one copy.

The tenderers are to quote their rate in the Annexure-V of this tender document & the rate is to be quoted in rupees only otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.

While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document & as per site requirement.

The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed sealed and dated by the tenderer. The rates shall be quoted on firm basis.

### **1.4 CRITERIA FOR DECIDING LOWEST BIDDER**

The bidder who quoted minimum rate for complete scope of work shall be considered as lowest tenderer for above said work.

### **1.5 AWARD OF CONTRACT AND EXECUTION 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” 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.
- ii The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA and thereafter the successful tenderer will have to execute an agreement within a period of one

month in the prescribed form. The cost of execution of agreement including non-judicial stamp paper & stationery shall be borne by the tenderer.

## 1.6 SIGNING OF THE CONTRACT AGREEMENT

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 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.

The contract agreement shall consist of –

- i. An agreement on non-judicial stamp paper of appropriate value,
- ii. Tender document, along with the addenda/corrigendum, if any.
- iii. Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- iv. Agreed Variation, if any,
- v. Any other document as mutually agreed.

## 1.7 Brief Scope of Work: -

RSMML is to carry out the plantation of 5500 plant saplings in FY 2025-26 at Sanu limestone Mines No 1 and 2. For carrying out of plantation work, the pits are required to be excavated by the backhoe loader machine (JCB) and transportation of 15000 nos plant sapling from forest nursery of (Govt of Rajasthan ) at Dabla /Jaisalmer to at our Sanu Lime Stone Mines No.1 & 2 and further distribution of 9500 nos. plants saplings to nearby villages (i.e. Joga , sonu, Nawal singh ki Dhani, serava Raghwa etc.)

S. No.	Description of work	Quantity (nos.)
1	Digging of Pit at Sanu Limestone Mine No. 1 and 2	5500
2	Transportation of Plant sapling from forest nursery of (Govt of Rajasthan ) at Dabla /Jaisalmer to at our Sanu Lime Stone Mines No.1 & 2 and suitable plant at Sanu mines in digging pits and further Distribution of plants saplings to nearby villages (i.e. Joga , sonu, Nawal singh ki Dhani, serava Raghwa etc) ( Approx. to and fro distance from Mines to Govt. Nursery at Jaisalmer/Dabla=140KM)	15000

Therefore, sealed offers are hereby invited for digging of 5500 Nos. pits for plantation work by backhoe loader machine (JCB excavator Machine) at our Sanu Lime Stone Mines No.1 & 2 on digging per pit basis and transportation of 15000 nos plant saplings

by vehicle forest nursery (GOR) at Dabla/ Jaisalmer to Sanu Limestone Mine No. 1 &2 and further distribution of area on per sapling basis.

The contractor should be purchased 15,000 plant saplings mandatory from forest nursery of (Govt of Rajasthan) at Dabla /Jaisalmer on its own cost as per direction of EIC/Unit Incharge and as per availability of plant i.e. one year plant saplings and two year plant saplings. The total cost of purchase of plant sapling will be reimbursed on submission of challan of Govt. Nursery, Forest Department, GOR. Further, quantity of two year plant sapling is not more than 2000 nos. and the same will be utilized at our Sanu Mine No. I&II.

**A. Digging of Pit:-**

- a) The contractor shall be carried out the work by deployment of sufficient Nos. of Back hoe loader machine (JCB) for digging of 5500 nos. pits for plantation works at Sanu Limestone Mine No. 1.
- b) The successful contractor will bind to dig 5500 Nos pits within 15 days by backhoe loader machine from date of issuance of DLOA. Otherwise, Rs. 1000/- penalty per day will applicable.
- c) The contractor will clean the area by cutting of unwanted bushes by use of Back hoe loader (JCB) before digging of pits on the area as directed by unit head or officer in charge.
- d) The pit shall be digging by Back hoe loader & the size of pit shall not be less than 2ft x 2ft x 1ft (LxBxD) in size.
- e) The pits shall be digging in a row and the distance between 2 consecutive pit will be around 7-9 ft . The contractor will maintain a proper straight row.
- f) The interval between 2 rows shall not be less than 10 ft.

**B. Transportation of Plant Sapling & Distribution at near by villges:-**

- a) The work shall be carried out by contractor by deployment of sufficient Nos vehicles for Transportation of 15000 plant sapling from forest nursery (Govt of Rajasthan ) at Dabla /Jaisalmer to our Sanu Lime Stone Mines No.1 & 2, at/near village Sanu, Jaisalmer and further distribution of 9500 plants saplings to near by villages (i.e. Joga , sonu, Nawal singh ki Dhani, serava Raghwa etc.)”.

**C. Plantation work at Mines:-**

The contractor shall be carried out the plantation work of 5500 plant sapling at Sanu Mine No. 1 and 2 as per standard practice and direction of EIC.

The contractor will be responsible to complete the entire job in all respects, including any other item or work necessary to complete the job satisfactorily, though specifically not covered in the "Scope of Work & Technical Specifications" without any extra charge

### **1.8 Period of Contract**

The period of contract shall be 2 months from date of award of the contract. This period can be further extended for a period of another one months at sole discretion of the Company on the same rates, terms & conditions of the contract.

### **1.9 Payment:**

- i. 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 10 days after submission of the bill in triplicate along with supporting documents.
- ii. The payment against the bill will be made after making necessary deductions. 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.
- iii. The Company shall make payment due to the Firm by crossed Account Payee cheque/RTGS/NEFT.
- iv. The said remuneration will be firm and fixed for the entire period of Contract.
- v. The rate quoted by the contractor shall be exclusive of GST. The deposition of the GST will be sole responsibility of the contractor/firm and RSMM shall reimburse the same on submission of the documentary proof to the concerned department.

### **1.10 Compensation:**

All statutory duties and compliances must be complied on time, In case of delay in commencing the work within the stipulated time, the compensation @ 0.5% of the total contract value on weekly basis will be recovered. The compensation will be recovered by way of deduction from the bills payable to the contractor.

### **1.11 Security Deposits:**

Security Deposit @10% of total contract value. No interest shall be payable on Security Deposit amount. The amount so deducted shall be refunded after three months of completion of contract period of one year or extended period, if any.

In case the performance is not found satisfactory, the SD so deducted shall be forfeited by the company and even Company shall be entitled for premature termination of contract without assigning any reason and no compensation whatsoever will be payable on any ground. All the rules and regulation of RTPPP act will be applicable

**1.12 Termination of Contract:**

In case the work is found to be unsatisfactory or in case of breach of contract, the contract may be terminated after giving 15 days notice. In such an event, SD may be forfeited. RSMML at its discretion may terminate the contract without assigning any reasons and compensation, whatsoever.

**1.13 Disputes and Jurisdiction:**

In case of any disputes between the agency/firm and RSMML, the decision of the Group General Manager, SBU&PC, Limestone-Jodhpur would be final and binding on the agency/firm and Company. Disputes, if any are subject to jurisdiction of Jodhpur court only. The firm shall also keep indemnified the company (RSMML) against all the claims of staff and other under all Acts / Rules thereof.

**1.14 Special Terms & Conditions:**

- i) Bidders should submit their offer based on digging of per pit by backhoe loader Machine(JCB), which shall include payment of JCB operator, Diesel required during operation, repair & maintenances charges of JCB excavator and all other charges (if any) . No extra charges will be paid other than quoted rate by bidder.
- ii) The backhoe loader Machine(JCB) will be engaged for digging of pits for plantation works and /or any other associated work within our Mining lease area.
- iii) Bill will be paid on actual digging pit by backhoe loader machine. The work shall be supervised by the engineer or any person appointed by the Mines Manager.
- iv) The company will not be responsible for any kind financial liabilities arising out due to any unwanted incidence, accident or damages occurred during the operation of the JCB at our mines site. All the financial liabilities shall be borne by the owner of JCB excavator.
- v) The contractor shall be responsible for providing photographs and site map before starting the work and after completion of work along with their running account bill.

**1.15 Other Responsibilities of Contractor:**

- i) The contractor shall be responsible for providing shelter, accommodation, drinking water, medical aid etc to his /their employees at his own cost.
- ii) The contractor shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- iii) The contractor shall be responsible & liable for any accident & /or damage to equipment's, employees or any other third parties at the mine in course of performance of the job under this contract & consequence claims .
- iv) The contractor shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.
- v) The contractor alone shall be responsible & liable for payment of wages, charges etc in discharge of legal obligation in respect to staff employed by him at all times during the contract & termination /completion of the contract.

- vi) The contractor shall be fully responsible for any litigation on account of pollution due to digging pits & abide pollution control norms.
- vii) The contractor shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any.
- viii) In case of break down or default of any equipment /machine, same shall be repaired or replaced by the contractor immediately within 72 hours, failing which the company may carry out the work at the risk & cost of the contractor along with the 10 % service charges thereof and same shall be recovered from the running bills.
- ix) All expenses regarding travelling, boarding, lodging, transportation of man and material for the above work shall be borne by the contractor.
- x) The tenderer shall depute its authorised representative/supervisor and it shall be the duty of representative so authorised to call on at the office of Engineer In-charge or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain daily schedule of work and day to day instructions of this regard. The tenderer shall ensure full compliance of such instructions.
- xi) 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.
- xii) 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.

**1.16 Force Majeure :-**

Neither the agency/firm nor the contractor shall be considered to be default in the execution for their respective obligation, if such performance is prevented /delayed because of the conditions constituting force majeure such as civil commotion, fire accident, epidemics wars, acts of god or any other cause beyond reasonable control of the party affected, provided notice of such case is given within 14 (fourteen) days of such happening.

**1.17 Closing of the Contract**

Completion of the work, the contractor shall submit his/its last monthly bill as final bill. The last and final bill along with following documents and any other document/information etc. as required by OIC for his satisfaction are required to be submitted to the office in charge.

**1.18 APPLICATION FOR COMPLETION CERTIFICATE:**

- 8.1.1 A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- 8.1.2 Notarized No claim certificate on Rs. 100/- Non Judicial stamp paper by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
- 8.1.3 Indemnification Bond on Rs. 100/- Non Judicial stamp paper duly notarized.
- 8.1.4 On receipt of this last & final bill, 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 authorised 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.

### **1.19 UNDERTAKING**

I/ We have carefully gone through & fully understood all the above general terms and conditions of this tender and these are acceptable to me/ us.

*For & on behalf of the Tenderer*  
(AUTHORISED SIGNATORY)  
DATED -----

**Form- 1**

**Ref. No:-** e- Tender No. RSMM/CO/GGM (Cont)/Cont-03/25-26 Dated 26.06.2025

***EXCEPTION AND DEVIATION STATEMENT***

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

(Authorised Signatory)

Name of the Tenderer :  
Designation/ Relationship of the :  
Authorised Signatory with the tenderer:

**UNDERTAKING**

**(To be typed on Non Judicial stamp paper of appropriate value)**

**Ref. No:-** e- Tender No. RSMM/CO/GGM (Cont)/Cont-03/25-26 Dated 26.06.2025

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 RSMM 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.
- (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:

**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  
Place

Signature of bidder  
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 endeavour 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.

**"PRICE-BID" Performa**

Name of Tender:-\_ “Digging of pits for plantation work by backhoe loader machine (JCB excavator Machine) and transportation of plant sapling from forest nursery (Govt of Rajasthan) at Dabla /Jaisalmer to our Sanu Lime Stone Mines No.1 & 2, at/near village Sanu, Jaisalmer and further plantation at Sanu Lime Stone Mines No.1 & 2 and distribution of plants saplings to nearby villages (i.e. Joga, sonu, Nawal singh ki Dhani, serava Raghwa etc.)”.

Ref. No:- e- Tender No. RSMM/CO/GGM (Cont)/Cont-03/25-26 Dated 26.06.2025

S.N.	Nature of Work	Total Quantity (In nos.)	Rate per Pit(For row one)/Rate per saplings (For row two) In words/ In figures (Exclusive of GST)(In Rs.)	Total Amount (In Rs.)
(A)	(B)	(C)	(D)	E=(C x D)
1.	Digging of pits and plantation work at Sanu Limestone Mine No. 1 &2 (as defined in scope of work)	5500		
2.	Transportation of plants saplings from forest nursery at Jaisalmer /Dabla, Jaisalmer and distribution of plant sapling to nearby local villages, panchayat school etc. ( Approx. to and fro distance from Mines to Govt. Nursery at Jaisalmer/Dabla=140KM) (as defined in scope of work)	15000		
3.	Total (Sum of row 1 & 2)			

NOTE:

1. The rates will remain firm & fixed. No escalation/de-escalation in the rate shall be applicable during the currency of the contract.
2. Rate should be quoted taking into consideration all costs, expenses levies & taxes

except GST, same will be deposited / reimbursed depending upon liability of bidder and RSMM

3. No condition should be attached to the price offer
4. The lowest tenderer shall be decided on the basis of minimum of (sum of row 1 and row 2) i.e. row 3 of Price bid.
5. The work shall be executed strictly as per directions of the Unit Head or any executive appoint by unit head as Engineer- in- charge.
6. Payment shall be made on actual count basis.
7. All statutory deductions shall be made as per relevant provision.

Date:-----

Place:-----

**(Signature and address of the Tenderer with date& seal)**