



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

TENDER DOCUMENT

For

“Deployment of Two (02) unskilled labours for Electrical overhead lines work at Jhamarkotra Mines of RSMML in Udaipur”

Tender No. RSMM/Phos/Elect/2025-26/01

Dated:-17.07.2025

Issued by

Mines Manager

SBU & PC-Rock Phosphate, Jhamarkotra Mines

Cost of Non-Transferable Tender Document : Rs. 590/- (inclusive GST)

Period of downloading of Tender: From 17.07.2025 To 13.08.2025 up to 3:00 pm

Last Date & Time of Receipt of Tender: Dt 13.08.2025 up to 3:00PM

Due Date of Opening Tender: Dt. 13.08.2025 (3:30PM)

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)2527211,2428763-67,
Fax :0294- 2428768,2428739

SBU&PC-Rockphosphate,

**Jhamarkotra Rockphosphate Mines,
Post Jhamarkotra-313015, Udaipur
Phone 0294-2342441-43
Fax 0294-2342444**



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC Rock Phosphate, Jhamarkotra Mines,V

& PO: Jhamarkotra - 313 015

[Phone : 0294-2342441-5](tel:0294-2342441-5), [fax 0294-234244](tel:0294-234244)

Ref. no :-Tender no. RSMM/Phos/Elect/2025-26/01

Dated: 17.07.2025

DETAILED NOTICE INVITING TENDER

Brief Description of work	Period of contract	Earnest Money/Bid security (Rs.)
Deployment of Two (02) unskilled labours for electrical overhead line work at Jhamarkotra Mines of RSMML in Udaipur.	One Year	Rs. 9000/-
Cost of tender document is Rs. 590/- inclusive of GST, payable by D.D. in favour of “RSMM Ltd, Udaipur”		
Period of downloading of tender documents	From 17.07.2025 to 13.08.2025 up to 3:00 pm.	
Last Date &Time of Submission of offer	Dated 13.08.2025 up to 3.30 pm	

All the interested parties are requested to kindly quote rates for the above work in the prescribed form, which can be obtained from office of **Manager(F&A)**, Marketing, Corporate Office, Udaipur or download from our website and submit the same at **Marketing Department, Corporate Office, 4 Meera Marg, Udaipur** on or before **18.09.2024** up to 02:00 PM and it shall be opened on **18.09.2024** at **02:30 PM**.

Cost of tender document is Rs.590/- (inclusive of GST), payable in cash/by D.D. in favour of “RSMM Ltd, Jhamarkotra Mines/Udaipur”

The details of the E.M.D. as mentioned above should clearly be mentioned over the envelope of the same, otherwise the tender will not be opened.

Mines Manager
SBU & PC, Rock Phosphate
Jhamarkotra Mines

SECTION - I

Definitions, Interpretations

- 1.0 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 "Agent" shall mean the Agent for Jhamarkotra mines so notified by the company in this behalf.
- 1.2 "**Alteration/Variation order**" means, any order given in writing by the Officer-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.
- 1.3 "**Approved**" shall mean approved in writing by the Company/Officer-In-Charge.
- 1.4 "**Appointing Authority,**" wherever the expression is used shall mean the Managing Director of the Company.
- 1.5 "**Commencement of work**" shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- 1.6 "**Contract Document**" shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.7 "**Contract Rate**" or "**Schedule Rate**" or "**Tendered Rates**" 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 per person basis.
- 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, instructions to Contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance /telegram 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.
- 1.9 "**Contractor/Agency**" shall mean the person or persons, firm or company, who's tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.10 "**Group General Manager (Contract)/General Manager(Contract)**" shall mean the Group General Manager (Contract)/General Manager (contract) of RSMML or his successor in office.
- 1.11 "**Head of SBU&PC-RockPhosphate**" shall mean Group General Manager for the SBU&PC-Rockphosphate of RSMML or his successor in the office so designated by the Company.
- 1.12 "**Letter of Acceptance**" shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- 1.13 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.14 "**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.
- 1.15 "**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 and shall also include the Head of SBU & PC – Rock Phosphate.
- 1.16 "**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.
- 1.17 “**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.
- 1.18 “**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 Officer-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 or regulation codes.
- 1.19 “**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.
- 1.20 “**Tender**” shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

2.0 INTERPRETATIONS:

- 2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done 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.
- 2.2 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 Phosphate Division of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
- 2.3 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.
- 2.4 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.
- 2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- 2.6 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.
- 2.7 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 repugnance or variations, prevail.
- 2.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.

- 2.9 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.
- 2.10 No verbal agreement or inference from conversation with any officer or employee of the Company, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- 2.11 No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorised representative of the parties.
- 2.12 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.

SECTION-II

INSTRUCTIONS TO THE TENDERER

3.0 **Instructions to the Tenderer & General Conditions**

3.1 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.

3.2 **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.

3.3 **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.

3.4 **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.

3.5 **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.

3.6 **CURRENCIES OF THE BID AND PAYMENT**

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

3.7 **SUBMISSION OF TENDERS**

- 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 Company Secretary/Notary public/gazetted

- officer as the case may be. In case the tenderer /contractor makes 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 & GST Registration certificate.
 - iv. C.A. certified audit Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
 - v. Copy of valid license issued from controlling agency as per PQ criteria of tender document.
 - vi. “Exceptions & Deviations statement” to be submitted by the tenderer as per tender format
 - vii. Provident Fund Account Number of establishment and its effective date.
 - viii. Duly attested copies of all such other documents as referred in the tender document.
 - ix. Undertaking as per Annexure B,E of tender document.
 - x. Attested copy of Registration in Rajasthan Contract labour(Regulation abolition) Act 1970
 - xi. Attested copy of registration in Employee state insurance act, 1948.

PART-II Price Bid’ (BOQ)

- 3.8 The ‘Price Bid’ shall be submitted in the prescribed BOQ format. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-D,/BOQ for quoting the price offer. The Price Bid Form should not be changed or altered or tampered.
- 3.9 The rates are to be quoted in Rupees as per the price format.
- 3.10 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.

DEADLINE FOR SUBMISSION OF BIDS

- 3.11 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.

LATE BIDS/Delayed Bid

- 3.12 No bid will be accepted by the Company after the deadline prescribed in NIT due to any reason whatsoever.

OPENING OF THE TENDER

- 3.13 The Techno-Commercial Bid of the offer will be opened as per NIT.
- 3.14 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.

EXCEPTIONS AND DEVIATION

- 3.15 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 C. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

EARNEST MONEY/BID SECURITY

- 3.16 The tenderer must pay Earnest Money as per NIT in the form of crossed demand draft in favour of RSMML-Udaipur and drawn on any bank payable at Udaipur and attach the same in original with the techno commercial offer of the tender, failing which bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the unsuccessful tenderer will be refunded as early as possible. The EMD of the qualified tenderer which are not successful in price bidding will be refunded after the acceptance of LOA/work order by the successful tenderer and its acceptance by him. The earnest money deposited by the successful tenderer will be refunded after submission of security deposit.
- 3.17 The earnest money/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 tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/DLOA issued in favour of tenderer.
 - iii. If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/DLOA issued in favour of tenderer.
 - iv. If it is established that the tenderer has submitted any wrong information/forged documents along with the tender or thereafter.
 - v. If the work is not commenced within prescribed period.

VALIDITY

- 3.18 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.

EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 3.19 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.
- 3.20 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.

EVALUATION OF TECHNO-COMMERCIAL BID

- 3.21 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 level of technical, financial & managerial competence & experience before submitting the tender.
- 3.22 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.23 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.24 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

NEGOTIATIONS

- 3.25 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.
- 3.26 In the case, when the quotations 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.
- 3.27 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.

CORRECTION OF ERRORS

- 3.28 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:
- 3.29 Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
- 3.30 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
- 3.31 Discrepancy in totalling 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.
- 3.32 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.

PROCESS TO BE CONFIDENTIAL

- 3.33 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.
- 3.34 The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to be rejected and also to debar him from participating in RSMML tenders.

NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 3.35 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").
- 3.36 The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalisation of agreement that was commenced with the issuance of DLOA.

SIGNING OF THE CONTRACT AGREEMENT

- 3.37 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, DLOA 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.

RIGHTS OF COMPANY

- 3.38 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 contractor.
 - iv. To increase / decrease the numbers of unskilled personnels 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.
- 3.39 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.

INTERFERENCE WITH PROCUREMENT PROCESS

- 3.40 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 punished under RTTP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

REFUSAL / FAILURE

- 3.41 In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (DLOA), 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 wilful 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- IV

GENERAL CONDITIONS OF CONTRACT (GCC)

INTERPRETATION OF CONTRACT DOCUMENT

- 4.1 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.
- 4.2 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.
- 4.3 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.

SECURITY DEPOSIT

- 4.4 The contractor shall furnish a Security Deposit @ 10% of the accepted total value of the contract in the form of Demand Draft/Bank Guarantee, in favour of RSMML, Jhamarkotra/Udaipur within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract.
- 4.5 The Bank Guarantee shall be provided only in the approved format of the company from a PSU Bank (except State Bank of India) /ICICI/Axis/HDFC bank having its branch at Udaipur on non –judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25000/- or on appropriate value of stamp paper as per prevailing stamp act on the date of issue of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- 4.6 The entire Security Deposit shall be refunded after 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 Due Certificate” to the Company.
- 4.7 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.
- 4.8 If the Contractor or their employees cause any damage or destroy the property belonging to the Company or others during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of the Engineer-In-Charge shall be final and binding on the contractor).

- 4.9 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.
- 4.10 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.
- 4.11 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 anytime thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.12 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.
- 4.13 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 amount 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.
- 4.14 No interest is payable on S.D. amount.
- 4.15 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

PROVIDENT FUND

- 4.16 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, if applicable.
- 4.17 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 with their techno commercial offer, failure which the office is liable to be rejected.

However, each running account / Final bill must be submitted along with 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 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 Officer-In-Charge. PF will be calculated on minimum wages as applicable time to time.

SUB-LETING OF WORK:

- 4.18 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.

PATENTS/COPY RIGHT/TRADE MARK

- 4.19 Contractor shall indemnify and keep indemnified the Company including its employees and authorised 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 defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

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

- 4.20 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund etc., if applicable, 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 through bank account.
- 4.21 The contractor shall be liable for payment of the minimum wages rates as per the notification issued from time to time by the Labour Department, Govt., Of Rajasthan. 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.
- 4.22 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.

STATUTORY OBLIGATION:

- 4.23 The Contractor shall be responsible for the payment of any and all contributions, duties, levies payable at present by the Central or State Government authorities except GST, for execution of the works under the contract. 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 and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, 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

TAXES & DUTIES:

- 4.24 The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- 4.25 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.
- 4.26 In case of company as a contractor 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. In case other than the company liability of GST is of RSMML under reverse charge.
- 4.27 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.

VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

- 4.28 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 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.
- 4.29 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.

INDEMNITY

- 4.30 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Officer-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.
- 4.31 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.

- 4.32 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.

COMPANY NOT LIABLE TO PAY COMPENSATION:

- 4.33 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.

NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

- 4.34 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.

DAMAGE TO PROPERTY:

- 4.35 The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his cost to the satisfaction of the Company any loss or any damage to buildings, 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 wilful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

POWER TO ORDER SUSPENSION OF WORK:

- 4.36 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 work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Company. If the Contractor is compelled to suspend the work or any part thereof he should report to the Officer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 months at a stretch then Company may consider making some ad-hoc /advancing payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the contractor.

LIENS:

- 4.37 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.

CHANGE IN CONSTITUTION:

- 4.38 The Contractor shall obtain prior approval in writing to the company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors. If prior approval as aforesaid is not obtained then the contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same.

IF THE CONTRACTOR DIES:

- 4.39 Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

COMPLIANCE IN RESPECT OF VARIOUS ACTS

- 4.40 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 there under as applicable to this work 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 thereunder including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the Company:
- 4.41 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions 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 amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.42 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. The provisions minimum Wages Act 1948 should be kept in view, while detailing matters regarding wages etc. The Compliance of the provisions of this and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.
- 4.43 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.
- 4.44 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 Officer-in-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and Officering/ mining practices. 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.

COMPENSATION AND LIABILITY:

- 4.45 The contractor at his cost shall effect insurance for all the contractor's employees and 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.
- 4.46 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 Officer-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 Officer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Officer in-charge.
- 4.47 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.

LIABILITY FOR ACCIDENT TO PERSONS:

- 4.48 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.
- 4.49 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 Officer-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.

FORCE MAJEURE:

- 4.50 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, sand 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 measure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force measure 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 measure 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.

NOTICES:

SERVICE OF NOTICE ON CONTRACTOR:

- 4.51 Any notice hereunder may be served on the Contractor or his/its duly authorised 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 authorised agent at the work site and at Udaipur.

SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE OFFICER-IN-CHARGE

- 4.52 Notice and communication addressed to the Company or the Officer-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 Head & Incharge (RP) at Jhamarkotra Mine, Dist. Udaipur and copy to authorised representative at the Jhamarkotra Mine, Udaipur, and
 - (b) In the case of the Officer-In-charge, if dispatched or left at or posted to the address of his/its authorised 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.
- 4.53 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorised partner or his principal officer acting for him on his behalf.

TERMINATION:

- 4.54 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 provision 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 Contractor, 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.

- 4.55 Before determining the contract, as aforesaid, and provided that, in the judgement 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.
- 4.56 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, equipment, 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 faulty 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, authorised or required to be recovered or retained by the Company.
- 4.57 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.
- 4.58 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.

APPEALS:

- 4.59 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 with in 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.

DISPUTE, JURISDICTION

- 4.60 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 Head & Incharge (RP), SBU & PC(RP), Jhamarkotra Mines RSMML shall be final and binding.
- 4.61 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.
- 4.62 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Section-V

Special Conditions of Contract (SCC)

APPLICABILITY

- 5.0 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.

Chapter 1 - SCC

Special Instructions for the Tenderer

BRIEF DESCRIPTION OF PLACE & WORK:

- 5.1.1 Jhamarkotra Rock Phosphate Mines is located near village Jhamarkotra, Tehsil Girwa in Udaipur District(Rajasthan) and is connected by all weather roads to Udaipur City.
- 5.1.2 The Tenderer's must get themselves fully acquainted with the description and volume of the work, location, distance & time required to cover the distance etc. before quoting of their rates. Tenders received shall be deemed to have been submitted after fully acquainting themselves of all the factors, road condition and other peculiar conditions of the work under the contract. The tenderer shall not be allowed to and are not entitled to raise any dispute/objection what so ever or to raise any claim of damage/compensation with regard to the road conditions, timings, stoppage, route, volume of work etc. at any stage/time and/or that the workers employed by him demanding higher rates of wages and that the cost of operation has gone up for any reason/ground what-so-ever.

PRE-QUALIFICATION CRITERIA

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

- i. The Tenderer should have minimum turnover of Rs. 2.5 Lac in any one of the immediate preceding three financial years i.e., 2021-22, 2022-23 & 2023-24 in its own name.
- ii. The contractor should possess A Class valid electrical contractor license issued by Govt. of Rajasthan.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, EMD and the same shall be reached to the office of undersigned on or before the time specified for submission of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents submitted along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. Joint ventures/consortium/partnership are allowed to participate in this tender subject to the joint/several responsibility, in such cases the cumulative turnover of partners/members shall be considered.

The bidders/ tenderers who have been banned/ suspended by the company may not be able to participate during the banning / suspension period.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. 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.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1

- 5.1.4 The price bids of the techno-commercially acceptable tenderers will be evaluated to ascertain the relative status with respect to overall contract value (Excluding GST) for the total tendered work. The tenderer with the lowest grand total of amount payable for the total tendered work shall be decided as the successful tenderer i.e. L-1 tenderer.

DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

- 5.1.5 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;
- 5.1.6 Attested copy of Detail Letter of Acceptance / work order & completion certificate for the work.
- 5.1.7 Details of the personnel proposed to be engaged for execution of the work along with certificates of their qualification & experience and age.

REPORTS

- 5.1.8 The contractor shall furnish the daily statement of attendance of the personnel's deployed by him in the form of report(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.

Chapter 2 - SCC

Scope of Work

5.2 SCOPE OF WORK

- 5.2.1 The successful contractor shall deploy two (02) number of personnel's as directed by EIC at Jhamarkotra Mines premises. The deployed personnel shall have skills to work on overhead lines poles.
- 5.2.2 The successful contractor shall deploy two (02) number of personnel's as directed by EIC at Jhamarkotra Mines premises. The deployed personnel shall have skills to work on overhead lines poles.
- i. Work related to overhead lines i.e. erection & dismantling of conductor/cable/GO/DO/earth wire/LA, replacement of defective insulators, Resagging of conductor/earth wire, Straightening of pole etc.
 - ii. Installation/removal of light fittings on tubular poles.
 - iii. Cleaning the spillage from cable trench at 132KV & 33KV Sub-station.
 - iv. Grass cutting work in the switchyards of sub-stations.
 - v. Tree branches cutting work along the electrical overhead.
 - vi. Erection & dismantling work of overhead lines/cable on poles.
 - vii. Laying of cables in trench.
 - viii. Disconnection/Reconnection of service cables on poles.
 - ix. Replacement of broken/damaged poles in between the line.
 - x. All other associated work of electrical related to unskilled nature as mentioned in the latest G-schedule of AVVNL.
- 5.2.3 **Maintenance of Registers and Records:** The contractor shall be required to maintain statutory registers which should be available at duty place/room at all times for inspection:
- i. Register of contract labour act, Mines act etc. working inside the premises/mines/other places in the prescribed format.
 - ii. Attendance and wages registers for all workers engaged under the contract.
 - iii. Any other records and registers required under applicable act to agency.
 - iv. Any other registers as required by Management.

5.2.4 Insurance

Under the insurance scheme the contractor shall be required to get comprehensive insurance plan, **Universal Health Insurance policy/ESI** for all workers deployed by agency through Insurance Company to meet the liability arising out of workman compensation Act. Copy of insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the Management on this account.

Special conditions of contract

- 5.2.5 The personnel deployed by the agency shall be removed immediately if the company considers such removal necessary on any grounds. The agency shall also immediately remove and personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute either on its own or on the demand of Company after taking written approval from EIC. In case of removal of such personnel no claim shall be maintainable against the company.
- 5.2.6 If the company incurs any expenses on any liability on them in connection with the deployment of the employee of the agency, the same shall be recovered from the bills of agency.

- 5.2.7 The agency shall ensure that the employees deployed by him are disciplined and do not participate in any activity prejudicial to the interest of the Company / Govt of Raj/Govt of India or any state or union territory.
- 5.2.8 The Company will be entitled for the compensation against the agency in case it is established that the theft or loss or damage has been caused due to the negligence of the agency or any of its employees.
- 5.2.9 The Company shall not provide any residential space for accommodation to agency.
- 5.2.10 The agency shall take into consideration all levies and statutory taxes excluding GST while quoting their rates.
- 5.2.11 The person employed by the agency for the work of RSMML will be the employees of the agency and the Company shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Company and the personnel employed by the agency shall have no right whatsoever to claim employment or other rights from Company.
- 5.2.12 The staff employed by the agency will not join any union of the Company nor shall they make any claim on service or other matter. They shall also not form any union associated with the Company and shall have absolutely no claim to subscribe or for election in any of the unions of the Company.
- 5.2.13 The agency shall be responsible for all injuries and accidents to persons employed by them and in no circumstances Company will lives possible to compensate them under W.C Act.
- 5.2.14 The agency shall maintain record of major/minor incidents on daily basis and report the same to the EIC/or any other authorized person in this regard.

Chapter 3 - SCC

Period of Contract, Working Hours & Compensation for Failure to Commence the Work and/or Delayed Operation etc.

PERIOD OF CONTRACT

- 5.3.1 Period of contract: The contract for providing unskilled labour shall be for a period of **one** years commencing from the date specified in the DLOA/LOA. The company may extend the period of contract up to a period of three months on the same rate terms & conditions at mutual consent.
- 5.3.2 The above period of one years (12 months) includes the period of 30 days allowed for mobilization that is to be reckoned from the date of issuance of Letter of acceptance/detailed letter of Acceptance.
- 5.3.3 The contractor shall have to execute the work for the contract period from the date of issue of DLOA/acceptance of the tender to the entire satisfaction of the company in conformity with all the terms and conditions of the contract and instruction/s of the Company and/or Officer-In-Charge may from time to time give to the contractor.
- 5.3.4 The Contractor shall depute the required personnel immediately within this mobilization period.
- 5.3.5 However, the company reserves the right of termination of contract at any time without assigning any reason by giving a notice of thirty days. Such termination shall not entitle the contractor for any claim whatsoever.

WORKING HOURS

- 5.3.6 The work shall be carried out during such hours and as per such time schedules in conformity with all the terms and conditions of the contract and as may be directed by the company from time to time.

COMPENSATION FOR FAILURE TO COMMENCE THE WORK AND/OR DELAYED OPERATION

- 5.3.7 In case the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis+GST from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of annual contract value then other provisions including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of Company.
- 5.3.8 In event of unsatisfactory work execution and/or non execution of work, over and above the Compensation on failure to commence the work and/or delayed operation, the company may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the company shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.
- 5.3.9 The compensation so paid and/or adjusted by the company 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.

RIGHT TO REVIEW PERFORMANCE

- 5.3.10 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 rights and discretion may take appropriate action including termination of the contract.
- 5.3.11 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 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 2 days.

RISK & COST

- 5.3.12 In the event of failure on the part of the contractor to deploy personnel's as per time schedule and required in this behalf by the Company from time to time on any particular day or on any particular shift, the Company shall be entitled to engage/hire/deploy other agencies at the RISK & COST of the contractor. The amount of such expense/damages shall be adjusted by the Company from the monthly bills of the contractor and any other amount payable to the contractor under this contract. 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.

Chapter 4 - SCC

Payments to the Contractor

CONTRACTOR'S REMUNERATION

- 5.4.1 The remuneration to be paid by the Company to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Officer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.
- 5.4.2 Without in any way limiting the provisions of the preceding sub-clause, the schedule of rates or rate of remuneration shall be deemed to include and cover the cost of all inputs for the works or otherwise, also all rents and other payments for the works, all equipment, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the Contractor and all other matters in connection with each item of work and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- 5.4.3 The rate of remuneration shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of this work by the Contractor. The Contractor shall not be entitled to raise any claim and/or dispute on account of any rise in the price on any other ground or reason or accounts whatsoever.
- 5.4.4 The agreed rates shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation except as mentioned in the tender document. The rates are inclusive of salary of staff, insurance, duties levies except goods & service tax. It is expressly agreed and understood that the contractor shall not be entitled to raise any claim on account of any other ground whatsoever during the currency of this contract.
- 5.4.5 The rates quoted by the tenderer shall be inclusive of all applicable duties and levies except goods & service tax as on the date of submission of the tender.
- 5.4.6 Any variation in the rate/nature of tax subsequent to submission of tender shall be reimbursed to / recovered from the contractor on submission of documentary evidence in this regard.
- 5.4.7 Income tax (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall be furnished to the contractor.

PRICE VARIATION

- 5.4.8 The contractor is required to pay at least minimum wages as declared by Labour department Govt. Of India from time to time (Basis on minimum wages circular order dated 01/04/2024 and onwards revision applied)

- 5.4.9 The prevailing minimum wage declared by Labour department Govt of India shall be taken and considered for admissible escalation from time to time increases in minimum wage by Labour Department, Notification issued by Govt. of India.
- 5.4.10 No other escalation on any other ground shall be payable to the contractor except as mentioned in the tender document.

TERMS OF PAYMENT

- 5.4.11 The payment for services under this agreement shall be made on quarterly basis. For payment purposes the contractor shall raise the bill on quarterly basis to receive its remuneration from the RSMML and the bills shall be duly verified by the Engineer-in-charge. The rates as accepted by the Company shall only be considered for billing purpose.
- 5.4.12 The Contractor, on submitting the bill duly verified by the Engineer-In-Charge for the work done, is entitled to receive a quarterly payment within a period of fifteen (15) days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. 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.
- 5.4.13 The Company shall make payment due to the Contractor by RTGS/NEFT/online transfer/ crossed Account Payee cheque.

CLOSING OF THE CONTRACT

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

APPLICATION FOR COMPLETION CERTIFICATE:

- 5.4.15 A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- 5.4.16 Details of PF deposited by the contractor, if applicable
- 5.4.17 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,
- 5.4.18 Indemnification Bond on Rs. 100/- Non Judicial stamp paper duly notarized.
- 5.4.19 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.

Chapter 5 - SCC
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

(Authorized Signatory)
Seal & Date

TECHNO COMMERCIAL OFFER
General Information about the Tenderer

Name and address of Tenderer			
Name of Contact Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	2021-22	2022-23	2023-24
Name & Address s of Banker(s)			
PAN No,			
GST Registration No.	Regn No.	Year	Dt. of regn.
PF Account number	Regn No.	Year	Dt. of regn.
If tenderer is in any other business also Please specify			
Status of registration under the Private agencies(Regulation)Act, 2005 along with copy of certificate			
Others (specify)			
Bank details of RTGS Complete Bank Account No. IFSC/NEFT Code of Branch Name of Bank &Branch			
Electrical contractor "A" class License	Regn No.	Year	Dt. of regn.

(Signature of Tenderer with seal)

PART – I (Technical Bid)

Ref. no :-Tender no. RSMM/Phos/Elect/2025-26/01

Dated: 17.07.2025

Pre- qualifying criteria –**(1) Turn-Over:-**

Year	Turnover (C.A. certified/Audited copy of Balance Sheets of last three financial years & other appropriate proof i.e. Form -16 are enclosed.)
2021-2022	
2022-2023	
2023-2024	

(2) Valid A-class contractor License copy of Rajasthan Govt.

Signature of contractor with address.

EXCEPTIONS AND DEVIATION

Ref. no :-Tender no. RSMM/Phos/Elect/2025-26/01

Dated: 17.07.2025

Name of Tenderer/ Contractor _____

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

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

Signature of tenderer(s)
With the seal

Price Bid FORM "D"

Ref. no :-Tender no. RSMM/Phos/Elect/2025-26/01

Dated: 17.07.2025

Providing Two (02) unskilled labours for Electrical overhead line work at Jhamarkotra Mines of RSMML in Udaipur region as per scope of work given in tender document and the period of contract for 12 months.

Second part-rate tender

Proposed monthly rate for tender :-

S. N.	Particulars	No of Human Resource required for the work	Minimum Wages as per Ministry of Labour per day	EPF rate in % including admn. charges [12.50% of Col.4]	Rate of ESI [3.25% of Col. 4]	Service charge of service provider in Rs. (Exclusive of GST)	Total Amount per mandays (sum of col. 4 to col. 7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Deployment of Unskilled Labour at Jhamarkotra Mines	2	541.00	67.63	17.58		
Total Contract Amount = (column no. 3 x column no. 8)X26X12							

As per our quotation gross amount (Excluding GST) for supplying two (02) unskilled labours daily in contract period of 12 months shall be Rs. _____ (in Figure) Rupees
 _____ (in words)

Note:

1. In above table, column no. 7 and 8 are to be filled by bidder whereas column no. 1 to 6 have already been filled in.
2. Service charge (in Rs. Per labour per day) exclusive of GST should quoted in column no.7 of above table. In case, the bidder keeps Column 7 empty in price bid, the bid shall be rejected.
3. Bidder has to fill up column no. 8 by calculating sum of columns 4 to 7.
4. In case of any discrepancy in words or figures in quotation, the lower one out of two shall be considered.
5. GST shall be reimbursed to the agency duly registered with GST up on the submission of proof of GST deposition on account of this work.
6. All statutory deductions including taxes shall be made from payment of bills.
7. Minimum labour wages as prefilled in column no. 4 are as per prevailing government notification no. F.No. 1 /6(2)/2025-LS-II dated 28-03-2025.
8. As minimum labour wages are subjected to revision by Central government time to time. Upon wage revision, contractor have to pay revised wages to the labours and the difference in wages shall be payable to the contractor.

Signature and seal of Tenderer

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 For procurement in response to their Notice Inviting Bids 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 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.
- (iii) 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.

AFFIDAVIT

(on non judicial stamp paper worth Rs50/-)

Tender 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 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 condition/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 do hereby declare that required number of personnels as mentioned in tender shall be deployed for work within 30 days from the date of issue of LOA.
- 9) I 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)

With Seal Date:-----Place:-----

Note: Original Notarized affidavit shall be sent to the office of GM (Contract), RSMML,4- Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD.

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector bank(Except SBI Bank), ICICI, Axis, HDFC bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG amount subject to maximum of Rs. 25000/- or appropriate value as per stamp duty act prevailing on the date of issuance of BG)

B.G _____ Dated _____
 This Deed of Guarantee made between _____ a public sector bank(except SBI), ICICI, Axis, HDFC 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 C-89/90 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/H.O.) 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 and/or Executive Director 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 fore bearance 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.