



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC Rock phosphate, Jhamarkotra, P.O. Jhamarkotra - 313 015,
Via & Distt. - Udaipur (Raj.)

Phone: (0294) 2348081-85, Fax (0294) 2348084 Telegram: RAJMINES

Ref. no: -RSMM/Phos/Engg(C)/03/2026-27

Dated: 26-07-2026

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Jhamarkotra Mines, Udaipur from reputed contractors: -

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (In Rs.)
Construction of Command Center for Vehicle Tracking System at SVO Office, Jhamarkotra Mines.	3.89 Lakh (Excl. GST)	3 Months	7780.00
Cost of tender document is Rs.590/- (inclusive of GST), payable in cash/by D.D. in favor of "RSMM Ltd, Jhamarkotra Mines"			
Period & place of sale of documents: (In case downloaded from website, tender fee is essential to be deposited with the Techno -Commercial offer)	From 26-07-2026 to 19-08-2026 up to 3:00 pm, from Sr. Manager (F&A), Marketing, Corporate Office, Udaipur or download from our website www.rsmm.com or www.sppp.rajasthan.gov.in		
Last Date & Time of Submission of offer	Dated 19-08-2026 up to 3.00 pm at Marketing, Corporate Office, Udaipur		
Date of opening of Techno Commercial offer	Dated 19-08-2026 at 3.30 pm at Marketing, Corporate Office, Udaipur		

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

1. The tenderer should have minimum turnover of Rs 2.34 Lakh in any one of the immediate preceding four financial years i.e. 2022-23, 2023-24, 2024-25 and 2025-26 in tenderers name.
2. The Tenderer should have successfully executed at least one similar nature work* of value not less than Rs.1.56 Lakh in any one of the immediate preceding four financial years i.e. 2022-23, 2023-24, 2024-25 and 2025-26 in tenderers name.

* **Similar Nature work** is defined as works contract that involves execution of civil works related with construction/ repair/ maintenance/ renovation of buildings or road works.

The price 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. The Tenderer should submit duly attested copy of CA certified balance sheets in support of turn-over.

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

However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company/Society shall only be considered.

The tenderer who has earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions shall not be eligible to participate in this tender.

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.

Manager (Civil)

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

SECTION - I

DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 **“RSMML” or “COMPANY”** shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 **“Contractor”** 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.
- 1.3 **‘Statutory obligations(s)’** would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 **“Approved”** shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 **“Appointing Authority”** wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 **“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, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 **“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.
- 1.9 **“Detailed Specifications”** shall mean the specifications for materials and works as specified in PWD BSR/ issued under the authority of PWD/ or as implied/added to or superseded by the special conditions.
- 1.10 **“Basic Schedule of Rates or BSR”** shall mean the schedule of rates issued under the appropriate authority of PWD from time to time. Words imparting the singular number include the plural number or vice versa.

- 1.11 **“Engineer-in-Charge”** shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.12 **“Group General Manager (Contract)”** shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.
- 1.13 **“Group General Manager (Phos)”** shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.14 **“Agent”** shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.15 **“Mines Manager”** shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.16 **“Letter of acceptance” (LOA)/ “detailed letter of Acceptance” (DLOA)** shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.17 **“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.
- 1.18 **“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.
- 1.19 **“Tender”** shall mean collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

SECTION – II

Instructions to the Tenderer & General Conditions of Contract

2.1 SUBMISSION OF OFFERS

- 2.1.1 Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.
- 2.1.2 Both the envelopes should be kept in a sealed envelope addressed to Sr. Manager (F&A), marketing CO, RSMML, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, telephone number etc. is to be written on the top of each envelope for clarity.
- 2.1.3 The sealed offers should be submitted in the office of the Sr. Manager (F&A), Marketing, Corporate Office, RSMML, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

2.2 TECHNO COMMERCIAL OFFER: -

- 2.2.1 Following documents to be furnished along with Part I of the offer
- i) One set of tender documents along with conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.
 - ii) Power of Attorney in favour of the authorized representative signing the tender documents.
 - iii) Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/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.
 - iv) Copy of PAN & GST Identification No.
 - v) Duly filled Form 'A' with General information about the tenderer.
 - vi) Duly filled Form 'B' with details and supporting documents.
 - vii) Copy of CA certified Balance Sheets and Profit & Loss Account in support of turn-over (Pre-Qualification Criteria-1).
 - viii) Copy of previous 'Work-Orders/ LOA' and their respective 'Work Completion Certificates' in support of experience of execution of similar nature work (Pre-Qualification Criteria-2).

- ix) A certificate that price bid is in the prescribed format and no conditions have been attached to it as per Form 'C'.
- x) PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per Annexure 'E'.
- xi) Tenderer should submit an undertaking on Non-Judicial Stamp Paper as per Annexure 'F' of tender document.
- xii) Duly filled and signed Annexure 'B' of tender document.

2.3 PRICE OFFER

- 2.3.1 The Price Offer must be submitted strictly in the prescribed Bill of Quantities (BoQ) format provided in the tender document. Bidders must not alter, modify, or tamper with the layout or format of the Price-Offer.
- 2.3.2 The bidder must quote their rates or a total percentage rate inclusive of all costs, including labour, materials, machinery, tools & plants, transport, structural steel fabrication, overheads, profit, insurance, mine entry pass fees, and all other liabilities arising out of the execution of the contract.
- 2.3.3 The rates quoted by the bidder in the BoQ shall be exclusive of Goods and Services Tax (GST). The successful bidder shall issue standard tax invoices indicating the GST component separately to enable the company to claim Input Tax Credit (ITC), if applicable.
- 2.3.4 All prices and rates must be quoted strictly in Indian Rupees (INR).
- 2.3.5 The prices offered by the bidder shall remain firm and fixed during the entire currency of the contract and any subsequent extensions thereof. No price escalation or variation clause (on account of labour, fuel, or material market fluctuations) shall be applicable for this contract due to its short duration and low value.
- 2.3.6 In case of e-tendering, the system-calculated values shall generally prevail. However, for any manual evaluation or discrepancies, arithmetical errors will be corrected by the Procuring Entity on the following basis as per Rule 64 of the RTPP Rules, 2013:
 - 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.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.
 - If the bidder does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited.

2.4 RATES & TAX DEDUCTION AT SOURCE:

- 2.4.1 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).

- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 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.
- 2.4.5 RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.
- 2.4.6 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

2.5 VALIDITY OF OFFERS

- 2.5.1 The tender offers should remain valid and open for acceptance, for a period of **120 days** from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.

2.6 TENDER DOCUMENT FEE

- 2.6.1 'Tender Document Fee' as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines and Minerals Ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Tender Fee are liable to be rejected / ignored.
- 2.6.2 The bidder may also deposit the 'Tender Document Fee' by way of online transfer of prescribed amount (as per DNIT) in the following bank account of

the company on or before the date and time as mentioned in the Notice Inviting Tender.:

NAME: RAJASTHAN STATE MINES AND MINERALS LIMITED
BANK NAME: IDBI BANK
BRANCH: JHAMARKOTRA, DIST. UDAIPUR
ACCOUNT TYPE: CURRENT
ACCOUNT NO. 0880102000000019
IFSC CODE: IBKL0000880

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

2.7 EARNEST MONEY DEPOSIT

2.7.1 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines and Minerals Ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.

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

NAME: RAJASTHAN STATE MINES AND MINERALS LIMITED
BANK NAME: IDBI BANK
BRANCH: JHAMARKOTRA, DIST. UDAIPUR
ACCOUNT TYPE: CURRENT
ACCOUNT NO. 0880102000000019
IFSC CODE: IBKL0000880

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

2.7.3 The Earnest Money Deposit shall not bear any interest.

2.7.4 The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.

2.7.5 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.

2.7.6 The Earnest Money Deposit shall be forfeited in the following cases:

- i) If the tenderer withdraws or modifies the offer during the validity period of the offer.
- ii) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.

- iii) If the tenderer does not execute the agreement in the prescribed format within the specified time.
- iv) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.

2.8 SECURITY DEPOSIT

2.8.1 The successful tenderer shall furnish a Security Deposit of 10 % of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner:

- i) The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from Public Sector Bank or Schedule private Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance 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 defect liability period, 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.
- ii) The successful tenderer may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public Sector Bank or Schedule private Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- iii) The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from each running bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.

2.8.2 The entire Security Deposit shall be refunded after the expiry of defect liability period of 3 years plus a grace period of six months, provided the

Contractor has fulfilled all contractual obligation and rendered “No claim and No Dues Certificate” to the Company.

- 2.8.3 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 fulfil 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.
- 2.8.4 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.
- 2.8.5 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.
- 2.8.6 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 2.8.7 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.
- 2.8.8 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 2.8.9 No interest is payable on S.D. amount.
- 2.8.10 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be recovered from the payment due to the contractor.

2.9 ADDITIONAL PERFORMANCE SECURITY. -

- 2.9.1 In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lumpsum by the

successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation for the purpose of this rule-

- i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid value.
- ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
- iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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

2.10 CRITERIA FOR DECIDING L-1 BIDDER

2.10.1 The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as L1 bidder. Financial outgo for the company will be arrived by adding G-Schedule amount (BSR and Non-BSR items), tender premium quoted by the bidder and applicable GST. The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

2.11 NEGOTIATIONS: -

2.11.1 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.

2.11.2 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.

2.11.3 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

2.12 AWARD OF THE CONTRACT:

2.12.1 The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement on the prescribed format, which shall be consist tender

document, work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

2.13 RIGHTS OF COMPANY

2.13.1 The Company reserves the right -

- i) To accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv) Not to carry out any part of work.
- v) To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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

2.14 RIGHT TO REVIEW PERFORMANCE.

2.14.1 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 & forfeiture of security deposit.

2.14.2 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 3 days and difference in such rates if any, shall be borne by the contractor.

2.15 TERMINATION OF THE CONTRACT

2.15.1 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.

- 2.15.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 2.15.3 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

2.16 PROVIDENT FUND

- 2.16.1 The Contractor shall be wholly responsible for complying with all provisions of the *Employees' Provident Fund and Miscellaneous Provisions Act, 1952*, and subsequent amendments, in respect of all personnel/labor engaged for the execution of the work.
- 2.16.2 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 2.16.3 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 Engineer-In-Charge.
- 2.16.4 If the contractor does not fall under the compulsory purview of the EPF Act (employing less than 20 workers) and does not hold an independent PF code, they shall submit a formal Affidavit (as per Annexure-E) on a non-judicial stamp paper of appropriate value with Part-I (Techno-Commercial Bid) declaring their non-applicability status.
- 2.16.5 The Contractor shall completely indemnify RSMML against any financial liabilities, damages, or interest initiated by the EPFO authorities due to any delay, shortfall, or failure on the part of the Contractor in complying with the EPF Act. Any such statutory recoveries made by the RPFC from RSMML shall be directly adjusted and recovered from the Contractor's pending bills, Security Deposit, or Bank Guarantees without prior notice.

2.17 LEGAL & STATUTORY OBLIGATIONS:

- 2.17.1 The Contractor shall be solely and exclusively responsible for complying with all statutory provisions, rules, regulations, and bylaws enacted by the

Central or State Government from time to time regarding labor deployment. This includes, but is not limited to, absolute compliance with:

- The Code on Wages, 2019;
- The Industrial Relations Code, 2020;
- The Code on Social Security, 2020;
- The Occupational Safety, Health and Working Conditions (OSH) Code, 2020;
- The Rajasthan Transparency in Public Procurement (RTPP) Act, 2012 & Rules, 2013;
- And any other allied Central or State enactments, rules, regulations, and bylaws made thereunder.

2.17.2 The Contractor shall mandatorily maintain all registers, attendance logs, wage slips, and safety records as prescribed under these Codes. These records must be produced immediately whenever called for by the Engineer-in-Charge (EIC) or statutory inspectors. Non-production or improper maintenance of these records shall grant RSMML the absolute right to completely withhold Running Account (RA) payments or terminate the contract at the contractor's sole risk and cost.

2.17.3 The contractor shall have to make all payments to the staff etc. engaged by him every month latest by 7th day of following month. Payment to the Labours/workmen is to be paid through Bank Account only. Proof of payment to the Labours through bank account should be submitted with all RA bills & final bill.

2.17.4 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.

2.17.5 The Contractor shall be solely and holistically liable for all persons employed and/or engaged by him, whether directly or otherwise, in all respects. The Contractor shall also be exclusively responsible for the safe operation, maintenance, and statutory compliance of all equipment deployed by them or under their operational control.

2.17.6 The contractor shall insure all the workmen & submit the copy of WC policy or ESI premium payment receipts to RSMML.

2.17.7 In the event of default of the contractor in making such payment/s or contribution for any other reason/s the Company may make such payment/contribution on behalf of the contractor on its sole discretion, by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts

due to the contractor for the payment/contributions made by it on account of contractor's default.

- 2.17.8 All the provision of Rajasthan Transparency in Public Procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

2.18 OTHER RESPONSIBILITIES OF CONTRACTOR

- 2.18.1 The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 2.18.2 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.
- 2.18.3 The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- 2.18.4 Safety & discipline of the labour/ workers staff employed by him
- 2.18.5 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 2.18.6 The company shall not in any manner be responsible for any or part of the above litigations of the contractor, if any expenditure incurred by the company on the above items, that will be recovered from the contractor's bills/security deposits.

2.19 TIME EXTENSION

- 2.19.1 If the contractor is delayed in the execution of the civil, structural, or electrical works by reasons completely beyond their control, an extension of the time period may be granted by the company. Valid grounds for seeking a time extension include:
- Force Majeure events (e.g., natural disasters, floods, earthquakes, epidemics).
 - Delays caused due to non-availability of the site or operational work clearances from the Security & Vigilance Office (SVO).
 - Delays in the supply of free-issue materials (such as the main distribution box, LED tubelights, or fans) to be provided by RSMML.
 - Technical alterations, extra items, or modifications introduced in the original scope of work by the Engineer-in-Charge.
 - Orders issued by competent mining or statutory authorities halting work for reasons not attributable to the contractor.
- 2.19.2 The contractor must submit a formal written application for an Extension of Time to the Engineer-in-Charge within 7 days of the occurrence of the delaying event.

2.19.3 Upon evaluation of the application, the competent authority of the company may grant an extension, in alignment with the RTPP Rules.

2.19.4 The decision of the Group General Manager (Phos) regarding the justification, granting, or refusal of the Extension of Time shall be final and binding on the contractor. No claim for financial compensation or overhead damages resulting from a granted time extension shall be entertained.

2.20 COMPENSATION

2.20.1 **For delay in commencement:**In case the Contractor fails to commence the work within 15 days from the date of issuance of DLOA/ Work-Order, the company shall recover a pre-determined and agreed compensation @ 0.5% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of EMD, withdrawal of DLOA shall apply at sole discretion of Company.

2.20.2 **For delay in completion:**In case the Contractor fails to complete the total job within stipulated / extended period as given by the Engineer In charge, and is established that the delay is on account of contractor's lapses, the company shall recover a pre-determined and agreed compensation @ 1% (one percent) of total value of contract on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value. The compensation levied by company, if any, will also attract GST as per prevailing rate.

2.21 POWERS TO DETERMINE THE CONTRACT

2.21.1 The Competent authority may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases: -

- i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner, comply with the requirements of such notice a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the competent authority he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle them to make winding up order.

- iii) If the contractor commits breach of any of the terms and conditions of the contract.
- iv) If the contractor commits any acts mentioned in clause related to subletting and when the contractor has made himself liable for action under any of the cases aforesaid, the competent authority on behalf of the RSMM shall have powers: -
 - (a) To determine and/or rescind the contract as aforesaid (*of which term in attention or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence*). Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the company.
 - (b) To employ labour paid by the company and to supply materials to carry out the works or part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the company are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
 - (c) After giving notice to the contractor to measure up his work and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which the excess certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by company under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the competent authority the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless payable in respect thereof and he shall only be entitled to be paid the value so certified.

2.22 RISK & COST

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

2.23 APPEALS

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

2.24 DISPUTE & JURISDICTION

In case of any dispute, it shall be the endeavor of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

UNDERTAKING

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 and have signed each page of the tender document as token of acceptance of all terms & conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.

Signature of tenderer with name & address.

SECTION III

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

3.1 SCOPE OF WORK

- 3.1.1 Jhamarkotra Rock Phosphate Mine located near village Jhamarkotra, Tehsil Girwa in Udaipur District, Rajasthan is being worked by M/s Rajasthan State Mines and Minerals Limited (A Government of Rajasthan Enterprise). Jhamarkotra Mines is situated at an approximate distance of 27 Kms from the town of Udaipur in Rajasthan.
- 3.1.2 The scope of work is as per G-Schedule annexed with tender document.
- 3.1.3 This work is to be carried out in 'Security & Vigilance Office' building located at Jhamarkotra Mines. Contractor has to carry out work with due safety.

3.2 EXECUTION OF WORK & TECHNICAL SPECIFICATIONS

- 3.2.1 **Part-A (BSR Items):** All works under Part-A (including brickwork, concrete, structural steel trusses, galvalume sheets, calcium silicate false ceiling, and vitrified tiles) must strictly conform to the PWD Specifications.
- 3.2.2 **Part-B (Non-BSR Items):**
- i) **Aluminium Doors/Windows:** Aluminium extruded sections must conform to IS: 733 and IS: 1285 with a minimum powder coating thickness of 40 microns. Glass panels must be 5.0 mm/4.0 mm clear float glass as specified.
 - ii) **Electrical Works:** Complete internal electrification (approx. 360 sqft) must be executed using 1.5 sq. mm (light points) and 2.5 sq. mm (power/AC points) FR PVC insulated flexible copper conductors of 1.1 kV grade and providing and making connections with modular switch boards.

3.3 PERIOD OF CONTRACT

The entire work, including structural setup, finishing, and electrification, must be completed within **3 Months** from the date of commencement as mentioned in Detailed Letter of Acceptance (DLOA) or Work-Order.

3.4 DEFECT LIABILITY PERIOD

The defect liability period for the work will be 3 Years from the actual date of completion of work; if any defect occurs during this period, then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

3.5 COMPLETION CERTIFICATE

- 3.5.1 As soon as the awarded work is fully executed and finished as per the approved design and drawings, the contractor shall clear the site of all

scaffolding, surplus materials, and rubbish. The contractor shall then submit a formal written notice of completion to the Engineer-in-Charge.

- 3.5.2 Within 15 days of receiving the contractor's notice, the Engineer-in-Charge (or an authorized committee constituted by the company) shall conduct a comprehensive joint physical inspection of the Command Centre premises.
- 3.5.3 If any defects, incomplete items, or variations from the technical specifications are identified during the inspection, the Engineer-in-Charge shall issue a detailed "Punch List" to the contractor. The contractor must rectify these issues at their own cost within a maximum of 7 days.
- 3.5.4 A formal Completion Certificate shall be issued by the designated Engineer-in-Charge only after every item on the punch list (if issued) is successfully cleared and the site is handed over in a clean, habitable condition.
- 3.5.5 Pursuant to the RTPP Rules, the formal "Date of Completion" recorded on this certificate shall establish the absolute baseline for the commencement of the contract's Defect Liability Period (DLP).
- 3.5.6 The issuance of the Completion Certificate shall be a mandatory prerequisite for the submission, processing, and release of the contractor's Final Bill and the eventual return of the Performance Security (post-DLP).
- 3.5.7 No work shall be considered legally complete or accepted until this formal certificate is signed and issued by the designated Engineer-in-Charge.

3.6 TERMS OF PAYMENT

- 3.6.1 The quantities mentioned in the Bill of Quantities (BoQ) are purely provisional and estimated. Payment shall be made strictly on the basis of actual execution and joint measurement of work certified by the Engineer-in-Charge or his authorized representative.
- 3.6.2 Payments for Part-A (PWD BSR Items) shall be computed based on the accepted percentage above/below/at par with the standard PWD schedule rates applied to the measured quantities.
- 3.6.3 Payments for Part-B (Non-BSR Items), specifically Aluminium Doors (per Sqft), Aluminium Sliding Windows (per Sqft), and Internal Electrification (on a Lumpsum basis), shall be paid at the flat item rates accepted in the contract agreement upon full verification of their complete operational installation.
- 3.6.4 To ensure administrative feasibility given the small overall size of the contract, the contractor shall be entitled to submit not more than one Running Account (R.A.) Bill during the execution cycle. The minimum gross value of work executed for submitting this intermediate R.A. bill must be at least Rs.2,00,000/- (Rupees Two Lakhs only; Excluding GST).
- 3.6.5 The Final Bill shall be submitted by the contractor within 30 days from the physical completion of the entire work, including testing of the complete electrification network.

- 3.6.6 As per the guiding framework of the RTPP Rules, the final bill shall be examined, approved, and disbursed within 45 days of submission, provided it is clear of all technical discrepancies and site clearing certificate requirements.
- 3.6.7 The contractor must submit 'Material Entry Gate Pass', Photographs of work 'Before Commencement' & 'After Completion', 'No Dues No Claim Certificate' and 'Indemnity Bond' along with the final bill, validating that no further financial claims rest against RSMML beyond the settled amount of the final bill.
- 3.6.8 The estimated price is excluding GST. The contractor shall issue proper Tax Invoices under the Goods and Service Tax Act. Any failure to upload the invoices on the GST portal impacting RSMML's Input Tax Credit (ITC) will lead to a direct financial recovery/withholding from the contractor's outstanding bills.
- 3.6.9 The following standard legal deductions shall be made at source from all gross payments:
- TDS under Income Tax Act: As per prevailing rates.
 - GST-TDS: As per applicable state government notifications.
 - Labor Cess: Deduction of 1% towards the Building and Other Construction Workers (BOCW) welfare fund.

3.7 SPECIFICATION OF WORKS

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, full and faithfully to the designs, drawings and instructions writing relating to the work assigned by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on site of the work for the purpose of inspection during office hours and the contractor shall , if he so requires, be entitled at his own expenses to make or cause to be made copies of specification, and of all such designs, drawings and instructions as aforesaid.

3.8 ADDITION, ALTERATION & SUBSTITUTION OF ITEMS

- 3.8.1 The Engineer-in-Charge shall have the power to make any alterations, omissions, additions, or substitutions in the original structural designs, electrical layouts, or technical specifications of the Command Centre that may appear necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions given in writing by the Engineer-in-Charge, and such alterations shall not invalidate the contract.
- 3.8.2 The Procuring Entity may vary the quantity of any item originally scheduled in the Bill of Quantities (BoQ) provided that the total value of all such variations does not exceed 50% of the original contract value.

- 3.8.3 Extra/Additional Items: For entirely new or additional items not included in the original tender, the total value of such items shall not exceed 20% of the original contract value.
- 3.8.4 Under no circumstances shall the total cumulative value of all variations (additions, alterations, and substitutions combined) exceed 20% of the original contract value without explicit administrative approval from the competent authority and financial concurrence.
- 3.8.5 The rates for any modified, substituted, or additional works executed under this clause shall be determined and paid systematically in the following order of priority:
- i. Derived from Contract Rates: If the substituted or additional item is already specified in the contract BoQ, or can be directly derived from a similar item in the BoQ, the contractor shall be paid at the contracted rate.
 - ii. Derived from PWD Schedule of Rates (BSR): If the rate cannot be derived from the contract BoQ, but the item exists in the standard Rajasthan PWD Basic Schedule of Rates (BSR) utilized for preparing Part-A of the estimate, the rate shall be taken from the said BSR. The overall premium or discount (percentage "Above" or "Below") quoted by the successful bidder for Part-A shall be applied to this BSR rate.
 - iii. Market Rate Analysis (For Non-BSR / Custom Items): If the rate for an additional or substituted item cannot be determined through methods (1) or (2), the rate shall be fixed through a detailed Market Rate Analysis.
- 3.8.6 The contractor shall not execute any extra, altered, or substituted item without obtaining prior written authorization from the Engineer-in-Charge.
- 3.8.7 Any work executed by the contractor without written orders or in anticipation of approval shall be entirely at their own financial risk, and the company shall not be liable to process payments for the same.
- 3.8.8 In the event of any significant addition or alteration that expands the structural or electrical scope of the Command Centre, the contractor shall be entitled to an extension of the completion period. The extension period shall be calculated in proportion to the additional financial value of the varied work relative to the total original contract value, or as technically assessed by the Engineer-in-Charge.

3.9 CURTAILMENT OF SCOPE

- 3.9.1 If the Engineer-in-charge shall at any time, and for any reason whatsoever think that any portion of the work should not be executed and could be withdrawn from the contractor, he shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out,

neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

- 3.9.2 Provided that the contractor shall be paid the charges on the cartages only of materials actually and bonafidely brought to the site of the work by the contractor and rendered, surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such case the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less. In the case of such stores having been issued from Company's stores supervision charges and storage charges shall be refunded in addition to the issue rate of materials.
- 3.9.3 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use by the company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

3.10 RECTIFICATION OF DEFECT

If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall demand in writing which shall be made within six months of the completion of work from the Engineer-in-charge specifying the work, materials or articles complained on paid, for, forthwith rectify or remove and reconstruct the work so specified in whole in para, as the case may require or as the case may be remove that materials or articles so specified and provided other proper and suitable materials or article at his own charges and cost, and in the event of his failing to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

3.11 HIDDEN WORKS

The contractor shall give not less than seven days' notice in writing to the Engineer-in-charge or his subordinate-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the

contractor's expenses or in default thereof on payment or allowance shall be made for such work, or the materials with which the same was executed.

3.12 INSPECTION & SUPERVISION

All the work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and contractor shall at all times during the usual working hours and at all other times at which reasonable limitations of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

3.13 DAMAGE TO COMPANY'S PROPERTY

If the contractor, or his work people or servant shall break deface, in or destroy any part of a building in which they may be working or any building, road fence, enclosure, irrigation work, pipe line, cable and drain or grass land or cultivated ground continues to the premises on which the work or any part of it, is being executed, or if any damage shall happen to the work while in progress from any cause whatsoever or imperfections become apparent in or before the refund of the security deposit for the work becomes due, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expenses (*of which the certificate of the Engineer-in-charge shall be final*) from any sums that may be then or at any time, thereafter, become due to contractor from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

3.14 QUOTED RATES TO BE ALL INCLUSIVE

3.14.1 The rates/prices quoted by the contractor in the Schedule of Quantities (Bill of Materials) shall be all-inclusive. It shall cover the cost of all materials, labour, machinery, tools & plant, supervision, installation, testing, and maintenance. Furthermore, these rates shall be deemed to include all applicable taxes and duties (such as GST, octroi, and royalties), as well as compliance with all general risks, liabilities, insurance, and obligations set out in the Contract. No extra claims for price escalation or additional costs will be entertained by the Department, except as otherwise specifically provided under the terms of this Contract.

3.14.2 The contract includes clearance, leveling and dressing of site within a distance of 50 m of the building on all sides of all redundant stores, materials etc. brought by the contractor for the work except where the building adjoins another building.

3.15 SUBLETTING OF CONTRACT

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt to do so or becomes insolvent or commences any insolvency proceedings or make any composition with the creditors or attempts to do so or any bribe,

gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise shall either directly indirectly be given, promised or offered by (the contractor or any of his servants or agents to any employee of the Company in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the company and the same consequences shall endure as if the contract had been rescinded under the relevant clause and in addition the contractor shall not be entitled to recover or being paid for any work therefore actually performed under the contract.

3.16 LUMP SUM WORK.

When the contract includes lump sum in respect of the parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under the contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may in his discretion pay the lump sum amount entered in the contract and the certificates in writing of the Engineer-in-charge shall be final and conclusive against the contract with regard to any sum or sums payable to him under the provisions of the clause.

3.17 WORKS FOR WHICH SPECIFICATION NOT MENTIONED

In the case of any class of work for which there is no such specification as is mentioned in G-schedule, such work shall be carried out in accordance with the detailed specifications and in the event of there being no specifications work will be carried out in all respects and also in accordance with the instructions and requirements of the Engineer-in-charge.

3.18 REDUCED RATES

In cases, where the items of work are not accepted as so complete, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

3.19 DISMANTLING & DISPOSAL THEREOF

Contractor in course of the work should understand that all materials e.g. stone slabs, pipes and other materials, obtainable in the work of dismantling etc. will be considered as the Company's property and will be disposed of to the best advantage of the Company.

3.20 PROGRESS TO ACCOMMODATE WORKING OF OTHER CONTRACTORS

If the progress of the work has fallen as much in arrears as to prevent other contractors on the work from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim put in by any of these contractors for the expenses of keeping their labour unemployed to the extent considered reasonable by the Engineer-in-charge.

3.21 EMPLOYEES OF THE CONTRACTOR

The Engineer-in-charge may require the removal within twenty-four hours by the contractor of any, agent, Engineer, Overseer, Foreman, Workman or other person employed by him on the work contracted for and in the event of the contractor

refusing or neglecting to comply with such requisition no further payment will be made on account of the work until the said removal is carried out and the Company shall not be liable for any compensation whatsoever.

3.22 RECOVERY OF CLAIM AGAINST THE CONTRACTOR

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract the company shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum/recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the company. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Company, on demand the balance remaining.

3.23 TECHNICAL EXAMINATION & AUDIT

The Company shall have right to close an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment to the final bill and if as a result of such Audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner prescribed elsewhere in the tender or in any other manner legally permissible and if it is found that the contractor was paid less than that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

Signature of the tenderer

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD.

(A Government of Rajasthan Enterprise)

Jhamarkotra Mines

General Information about the Tenderer

Name and address of Tenderer				
Name of Contact Person with Phone/E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	22-23	23-24	24-25	25-26
Name & Address s of Banker(s)				
PAN No,				
GST Registration No.				
PF Account number				
If tenderer is in any other business also Please specify				
Status of registration under MSMED (Micro, Small and Medium Enterprises Development Act, 2006) Act along with copy of certificate (If Yes; Please mention registration no. & enclose certificate copy)				
Bank details for RTGS 1. Complete Bank Account No. 2. IFSC/NEFT code of Branch 3. Name of Bank & Branch				
Others (specify)				

(Signature of Tenderer with seal)

PART – I (Technical Bid)

Name of work:Construction of Command Center for Vehicle Tracking Systemat SVO Office, Jhamarkotra Mines

NIT No. : RSMM/Phos/Engg(C)/03/2026-27/ **Dated:** 26-07-2026

1. PRE- QUALIFYING CRITERIA – (Turnover :)

Financial Year	Turnover (Attested copy of CA certified Balance Sheets of any of the last four financial years & other appropriate proof i.e. Form -16 are enclosed.)
2022-23	
2023-24	
2024-25	
2025-26	

2. PRE- QUALIFYING CRITERIA –Experience of Similar Nature work*

Year	Name of work executed	Name of organization where work was awarded	Amount of work executed	Actual time taken in completion of work
2022-23				
2023-24				
2024-25				
2025-26				

* **Similar Nature work** is defined as works contract that involves execution of civil works related with construction/ repair/ maintenance/ renovation of buildings or road works.

Note:

1. Self-attested copy of LOA/ work order is to be enclosed.
2. Self-attested copy of completion certificate is to be enclosed.
3. Any recommendation, if any, of the concerned organization where work was executed may be enclosed.

Signature of tenderer with address.

DECLARATION

(On the letter head of the tenderer firm)

I/We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid".

If any such additional condition and/ or deviation is found in the "Price Bid", then same may be ignored and treated as withdrawn from our side.

Signature with name & seal

Date

Place

PRICE OFFER - (PART-II)
(To be enclosed in separate envelope)

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

FORM OF 'G' SCHEDULE

NIT No. : RSMM/Phos/Engg(C)/03/2026-27

Dated: 26-07-2026

Name of Work : Construction of Command Center for Vehicle Tracking System at SVO Office, Jhamarkotra Mines

Time period : 3 Months

S.N.	Particulars of work	Unit	Qty	Rate	Amount
	Part-A: PWD BSR (Building) Items				
1	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. M10 grade Nominal Mix 1: 3: 6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40mm nominal size).floor [B-54:3.1.5]	cum	7.96	3731.00	2,9698.76
2	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level upto floor V level in all shapes and sizes in: Cement mortar 1 : 6 (1 cement : 4 coarse sand) [B-65:5.2.2]	cum	15.53	4990.00	77,494.70
3	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish : 20mm thick. [B-139:12.3.2]	Sqm	122.19	190.00	23,216.10
4	Providing and applying white cement-based putty over plastered surface to prepare the surface even and smooth complete New Plastered Surface (three or more coats) [B-142:12.22.1]	sqm	122.19	84.00	10,263.96
5	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including all scaffolding: Two or more coats on new work including preparation of base with primer, putty, lippy etc complete in all respect. [B-145:12.40.1]	sqm	131.34	80.00	10,507.20
6	Supplying and fixing stone lintels/bed plates of approved quarry rough dressed in cement mortar 1:4 : Up to 15 cm. thick. [B-72:6.18.1]	cum	0.06	9621.00	577.26

S.N.	Particulars of work	Unit	Qty	Rate	Amount
7	Steel work in built up tubular trusses including cutting, hoisting (height up to 10 m) fixing in position and applying a priming coat of approved steel primer, welded and bolted including special shaped washers etc. complete. Hot finished welded type tubes. [B-98:9.3.1]				
	Purlins (100x50x3.2)	Kg	325.97	100.00	32,597.00
8	Supply and installation of Multi Rib Proofing/cladding Sheet Manufacture out of 0.50mm TCT (Total Coated Thickness) high tensile Zinc aluminium alloy coated galvalume steel (as per 150gsm zinc aluminium coated 550Mpa yield strength) confirming to IS: 1397/ASTM A-792 sheet to have wide pens 30mm high NB at 250 center and center width of 1020mm sheets be casted with regular modified polyester system on a continuous with line on center for face and with a polyester coating respectively sheet shall have proportionality with siphoned plate made to prevent leakage sheet shall be fixed by more of sell drilling lift tapping hot dip zinc coated hox head fastener of size 12x14x55mm long. The sheet shall be supplied in cost one length and for a minimum up to 12mts with all scaffolding. [B-199:17.1]	sqm	33.37	689.00	22991.93
9	Providing & fixing calcium silicate perforated ceiling tiles of size 595 x 595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanized @ 170 gsm/sqm.) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38mm made from 0.30mm thick (minimum) sheet spaced at 1200mm center to center and cross "T" of size 24x25mm made of 0.30mm thick (minimum) sheet, 1200mm long spaced between main "T" at 600mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600mm and size 24x25mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form grids of 600x600mm and wall angle of size 21x21x0.30 mm and laying false ceiling tiles of approved texture in the grid including, wherever, required, cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with galvanised level clips spaced at 1200mm center to center along main T, bottom exposed width of 24mm of all T-sections shall be pre painted with polyester	sqm	27.72	855.00	23,700.60

S.N.	Particulars of work	Unit	Qty	Rate	Amount
	paint, all complete at all heights as per specifications drawings and as directed by Engineer-in-Charge of thickness of tiles as mentioned below:- 6 mm thick [B-115:10.33.1]				
10	P & F 1st qualityVitrified Porcelain Polished tiles on floor, skirting and steps etc.in different sizes (thickness to be specified by manufacturer) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour and shade, laid with 20 mm thick CM 1 : 4 including grouting the joints with white cement and matching pigment etc complete. size 600 mm X 600 mm [B-87:7.18.2]	Sqm	67.55	911.00	61538.05
11	Miscellaneous Works @4.50%				13,166.35
	Total (Part-A: Civil Works)				3,05,751.91
	Part-B: Non-BSR Item				
1	Aluminium Door: Providing and fixing single leaf openable doors fabricated from extruded aluminium sections of approved make, conforming to IS: 733 and IS: 1285. The outer frame and shutter stiles shall be of a minimum 1.0 mm wall thickness. The bottom rail of the shutter shall be reinforced (minimum 100mm height) to accommodate the floor spring pivot and ensure structural rigidity. All aluminium sections shall be finished with powder coating (minimum 40 microns) in approved shades. The door shutter shall be provided with a high-performance, double-action hydraulic floor spring (concealed type) with a weight-bearing capacity of at least 80–100 kg, ensuring smooth auto-closing and hold-open functionality. The glass shall be 5.0 mm thick clear float glass, fixed with snap-on aluminium beading and high-quality PVC gaskets. The assembly shall include a pair of heavy-duty aluminium/stainless steel pull handles, a floor-mounted door stopper, and all necessary floor pivots and top-hung pivot arms. The installation shall be completed with necessary masonry-anchored screws and silicone sealant around the frame periphery, measured and paid per Square Foot (Sqft).	Sqft	49.00	450.00	22,050.00

S.N.	Particulars of work	Unit	Qty	Rate	Amount
2	Aluminium Sliding Windows: Providing and fixing anodized aluminium sliding windows fabricated from standard extruded sections of Alloy 6063-T5 conforming to IS: 733. The sections shall have a minimum wall thickness of 1.2 mm for both frame and shutter members. Fabrication shall be done with standard mitred joints and mechanical fasteners. The units shall be fitted with 4.0 mm thick clear float glass, secured with standard PVC gaskets and aluminium beading and full span aluminium wire gauge supported with aluminium grill. The item includes standard commercial-grade hardware such as aluminium handles, zinc-plated rollers, and mild-steel/SS friction stays. Installation shall be done using standard fasteners and the perimeter sealed with commercial-grade silicone sealant. The item shall be measured and paid for on the basis of the clear outer-to-outer area of the fixed frame in Square Feet (Sqft), inclusive of all materials, labour, and finishing.	Sqft	32.00	350.00	11,200.00
3	Electrical works: Complete Internal Electrification of Command Center (Approx. size 360 sqft) including wiring of light points with 1.5 sq. mm and power/A.C. points with 2.5 sq. mm FR PVC insulated flexible copper conductor (1.1 kV grade) in recessed/concealed/flexible PVC conduits and provision of inverter wiring to designated points. Details of Fittings*: LED tube lights: Room-6 (20 Watt), Outside-Front/back-2 (20 Watt) Wall-mount Fan: 4 (400 mm sweep) *Above fittings and Distribution box shall be provided by RSMML. Details of switch boards (Modular-concealed) At building Entrance (Outside)Board-1&2: 1Module (1-2way switch for outside light); Total 2 setsMain RoomBoard-3&4: 12 Module (1-2way switch for outside light, 2-Fan Switch, 2-Fan Regulator, 3-Tubelight switch + 1-6A 3/5 pin shuttered socket + 1 switch for sockets + 1 Power switch for AC); Total 2 setsBoard-5/6/7/8/9&10: 12 Module (2-16A 3/5 pin shuttered socket + 2 switch for socket, 2-6A 3/5 pin shuttered socket + 2 switches for sockets); Total 6 setsBoard-11/12/13/14/15&16: 10 Module (1-16A 3/5 pin shuttered socket + 1 switch for socket, 2-6A 3/5 pin shuttered socket + 2 switches for sockets); Total 6 setsBoard-17&18: 2 Module (16A 3/5 Pin power socket for AC); Total 2 sets All work includes cutting of walls/ceiling, sup-	LS	1.00	50,000.00	50,000.00

S.N.	Particulars of work	Unit	Qty	Rate	Amount
	plying, cables, switches and switch-boards, making connections, testing, and finishing as per standard specifications and instructions of the Engineer-in-Charge				
	Total (Part-B: Non-BSR Item)				83,250.00
C	Gross Estimated Amount of Work (Part-A+Part-B)(Excl. GST)			Rs.	3,89,001.91
D	Tender Premium in % (At par/ Above/Below) Gross Estimated Amount (Part-A & B)		____%	Above / Below	
E	Amount of work including Tender Premium (Excluding GST) (in Rs.) (E = C + D)				
	Add CGST @ 9.00 %				
	Add SGST @ 9.00 %				
	Amount of work including Tender Premium (Including GST) (in Rs.) (E + CGST + SGST)				

Terms & Conditions:

1. Part-A of this G-schedule is based on Rajasthan Integrated PWD BSR-2022 (Building), and Part-B is based on prevailing Market Rates.
2. The contractor shall quote rates (tender premium) as percentage (at par/ above/ below) G-schedule (combined for Part-A and Part-B).
3. Any error or omissions shall be governed by respective part of the said BSRs.
4. All statutory deductions shall be made as per relevant provision.
5. Before start of work & after completion of work, site should be photographed and attested.
6. All building material receipts should be supported with gate pass.

I / We hereby agree to execute / undertake the above detailed work @.....% (in figures)Percent (in words) **above / below** the G – schedule (including part-A and B).

Name & Signature of tenderer
Address & Phone

CHECK LIST

The tender is to be submitted in two parts i.e. Part “A” Techno commercial bid & Part “B” Price Bid. Both the envelopes shall be separately sealed & marked. Further both the sealed envelopes shall be sealed & submitted in a separate envelope on or before the due date of opening the following address:

**Sr. Manager (F&A)
Marketing, Corporate Office
Rajasthan State Mines & Minerals Limited
4, Meera Marg Udaipur,
Rajasthan**

The tenders (respective part) should contain the following:

Part “A” Techno commercial bid

1. The requisite Tender Document Fee and the Earnest Money.
2. One set of tender documents along with conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.
3. Power of Attorney in favour of the authorized representative signing the tender documents.
4. Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/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.
5. Copy of PAN & GST Identification No.
6. Duly filled Form ‘A’ with General information about the tenderer.
7. Duly filled Form ‘B’ with details and supporting documents.
8. Copy of CA certified Balance Sheets and Profit & Loss Account in support of turn-over (PQC-1).
9. Copy of previous ‘Work-Orders/ LOA’ and their respective ‘Work Completion Certificates’ in support of experience of execution of similar nature work (PQC-2).
10. A certificate that price bid is in the prescribed format and no conditions have been attached to it as per Form ‘C’.
11. PF Account No. in Form ‘A’ along with the copy of PF Registration with the PF Commissioner or undertaking as per Annexure ‘E’.
12. Tenderer should submit an undertaking on Non-Judicial Stamp Paper as per Annexure ‘F’ of tender document.
13. Duly filled and signed Annexure ‘B’ of tender document.

Part “B” Price Bid

1. Price Bid duly signed on each page & all the columns filled up in figures as well as words.

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 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
 - 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 conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
Jaipur

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (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 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.

AFFADAVIT

(On non judicial stamp paper worth Rs 50/-)

IS/o Shri aged.....Years, resident of
.....on behalf of the tenderer i.e. M/s
.....hereby undertake oath and state as under:

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

I /We the above deponent make oath and state that my above statement is true and correct to my persona; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent
(Authorized Signatory)

AFFADAVIT

(On non judicial stamp paper worth Rs50/-)

Tender No. RSMM/Phos/Engg(C)/03/2026-27 dated 26-07-2026

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 hereby declare that we (are / are not) registered under GST & GST @ 18% (shall/ shall not) be applicable on this work if awarded to me as per applicable rules of GST.
- 7) 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.
- 8) 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.

Signature of Tenderer(s)
With Seal

Date: -----

Place: -----

Tender No. RSMM/Phos/Engg(C)/03/2026-27 dated 26-07-2026

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954 as per list enclosed at annexure-H having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero-point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G. _____ Dated _____

Contact details of BG issuing Banker:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

Contact details of Banker's local branch at Udaipur:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

This Deed of Guarantee executed between _____ having its registered office at (mention complete postal address with contact nos./mail address etc.)_____ and its head office at (mention complete postal address with contact nos./mail address etc.)_____ 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/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. _____ dated _____ issued in favour of the Contractor/supplier/RC holder, hereinafter called the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' 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/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. _____(Rs. _____) being Contract.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC 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/supplier/RC holder of any of the terms and/or conditions contained in the Let-

ter of Acceptance/ Purchase Order/Rate Contract. 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/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder 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/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. 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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract 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/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder 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 or period which is required), 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/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship 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/supplier/RC holder 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/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office _____
_____ (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager 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/Purchase Order/ or to extend time of performance by the said supplier/RC 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/supplier/RC and to for bear or enforce any of the terms and conditions

relating to the Purchase Order/and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder 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 supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder 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/supplier/RC holder 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 under-signed 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 only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

IN WITNESSETH I, _____ 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.

Tender No. RSMM/Phos/Engg(C)/03/2026-27 dated 26-07-2026

Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954

List of Scheduled Public Sector Banks

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

List of Scheduled Private Sector Banks

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

Tender No.RSMM/Phos/Engg(C)/15/2025-26/ dated 26-07-2026

Format of Undertaking

(on non-judicial stamp paper of appropriate value)

Name of contractor/supplier.....
 I.....S/oSh.....aged.....years, resident
 of.....OnbehalfofM/s hereby
 undertake that I have submitted bank guarantee bearing BG no.for
 amount Rs.issued bybank having branch at
for the work of
(reference of tender & work).

I/we undertake that in case of liquidation of BG issuance bank for any reason, I/we will submit new BG of same amount with in a period of 10 days, failing which the company may take any appropriate action as deemed fit.

Signature of Contractor/Supplier(S)
 (Authorized Signatory)
 With Seal

Place:

Date: