



## **RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

### **e-TENDER DOCUMENT FOR**

**“Loading of limestone gitti of various sizes into tippers/dumpers from crusher hopper (s) and/or different stacks lying at company’s Sanu Limestone mines (Sanu-1 & Sanu-2), Distt. Jaisalmer, its transportation from mines to railway siding at Sonu railway station and its unloading, stacking, watch & ward and mechanized loading of limestone gitti into railway wagons using front end loaders etc.”**

**e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 Dated 23.06.2026.**

Issued by  
GGM (Contracts),  
Corporate Office,  
RSMML, Udaipur

#### **Cost of Non Transferable**

**Tender Document(including GST): Rs 4720/-**

Processing fees : Rs. 2500/-

Date of downloading of Tender: From 23.06.2026 to 09.07.2026 up to 1.00 pm

Pre-Bid Meeting Date & Time: 30.06.2026 at 11:00AM at RSMML Corporate office, Udaipur

Last Date of submission of online Tender : 09.07.2026 up to 3.00 pm

Date of Opening of Techno-commercial Part: 10.07.2026 at 3.30 pm

#### **Registered Office:**

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

#### **Corporate Office:**

4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2428792, 2428763-67,  
Fax :0294- 2428768, 2428739

#### **SBU & PC, Limestone Office ,**

8, WestPatelNagarCircuitHouse Road  
Jodhpur 342011  
Phone: (0291) 2511031, 2516199  
Fax: 0291-2511029



# RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4, Meera Marg, Udaipur (Raj)

Phone : 0294-2427177, 2428763-67, fax 0294-2428768,2428739

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



Ref. no: -RSMM/CO / GGM(Cont.)/Cont- 10/2026-27.

Dated: 23.06.2026

## **DETAILED NOTICE INVITING TENDER**

Online tender is invited in electronic form through <https://eproc.rajasthan.gov.in>, for following works from Co-operative Societies (registered under Co-operative society Act 2001 or any other Co-operative society Act of India). Other than registered society (Competent & experienced Individual /Firm/Companies/JV) can also participate in this tender provided they are able to form a Registered Co-operative Society before opening of price bid. The price bid of only those bidders will be opened, who have formed a co-operative society. Bidders who had already formed co-operative society for execution or intended to execute the work from existing co-operative society shall submit their document with bid. The bidders who do not have already formed co-operative society may start the procedure for society formation. Further, they would be required to submit their society registration document within 7 days of the opening of techno commercial bid, failing which their offer would be liable for rejection. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender and incorporated the registered co-operative society only such qualified bidders will be informed about price bid opening:

Brief Description of work	Estimated Quantity	Period of Contract	EMD (Rs.)
Loading of Limestone Gitti of Various sizes into Tippers/ Dumpers from Crusher Hopper (s) and different stacks lying at Company's Sanu Limestone Mines (Mine No.-1 &2), Distt. Jaisalmer, its transportation from Mines to Railway Siding at Sonu railway station, and its unloading & proper stacking etc, watch & ward and mechanized loading of Limestone Gitti into Railway Open Wagons using Front End Loaders etc.	32.00 lac MT/year	Two Years	Rs. 200.00 Lacs through D.D. / BG
Cost of tender document is Rs.4720/- (inclusive of GST), payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs. 2500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of documents	From 23.06.2026 to 09.07.2026 up to 1.00 pm,		
Pre-Bid Meeting Date & Time	On 30.06.2026 at 11:00 AM at RSMML's Corporate Office, Udaipur, Rajasthan		
Last Date & Time of online Submission of offer	Dated 09.07.2026 up to 3.00 pm		
Date of opening of Techno Commercial offer	Dated 10.07.2026 at 3.30 pm at C. O. Udaipur		

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

- 1 Tenderer should have minimum turnover of Rs 50.00 Cr. in any one of the preceding four financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26 in the name of tenderer.

- 2 The tenderer should have experience of successful execution of one work of transportation through trucks/tippers/dumper and loading thereof into open railway wagons with minimum 16.00 lakh MT quantum for any mineral including coal in any one of the last four financial years i.e. 2022-23,2023-24,2024-25 & 2025-26 in the name of tenderer in any company/ organisation/ Government department or PSU of state and central Govt.  
“minerals” means all substances which can be obtained from the earth by mining, digging, drilling, dredging, hydraulicizing, quarrying.
- 3 The tenderer should have minimum net worth of Rs. 15.00crore in any one year of last 2 financial year i.e. 2024-25 & 2025-26. Audited balance sheet/ CA certificate establishing the same is required as documentary evidence.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website [www.rsmm.com](http://www.rsmm.com), [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and on [sppp.raj.nic.in](http://sppp.raj.nic.in) for the purpose of downloading.

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along-with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

In case tenderer is a Company registered under Companies Act, then turnover of the Company shall only be considered. In case the bidder is participating as JV/Consortium, in such case the bidding JV/Consortium shall comprise of not more than three members, i.e. one lead member or lead partner and two other member/ partner. In case the bidder is a bidding JV/ Consortium, in such cases cumulative turnover, net worth, & experience of JV members/ Consortium partners/members shall be considered for the purpose of qualification. Experience of JV member in any other working joint venture shall be considered only up to the percentage of sharing in the respective Joint venture.

In case of a Joint Venture all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and the Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.

The bidder should be the chairman/the Secretary/ the Treasurer of the registered co-operative society formed & should be authorized for signing of documents and execution of the tendered work and they shall not be changed without the prior approval of the company during the tenure of contract. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non-judicial stamp paper of worth Rs. 100/-, in this respect, without which their offers would not be considered. Further, it is enjoined upon from such members that they cannot resign from the society until the contract period is over.

However, in case the tenderer, who had formed the Co-operative Society on award of the work in its name in compliance to the tender conditions in past, the experience of such Co-operative Society shall be considered in the name of tenderer.

Any person participating in the tendering process shall be subject to code of integrity and disclose conflict of interest, as defined in Rule 80 and should not have a conflict of interest in the tender as stated in Rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 and the tender document. Appropriate actions against such bidder in accordance with Section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process, then such tenderer found to have a conflict of interest shall be disqualified.

Tenderer(es) (including any partner/ member of JV/consortium) who have been banned/ /blacklisted/debar in any part of India by the company or any state / Central government organization /department shall not be eligible to participate in this tender/ during the currency of banning/ blacklisting/ debarment period.

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

The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

The Co-operative society has to deploy the requisite number of equipment required to perform the entire scope of work and compliance of terms & conditions of tender thereof and to achieve the dispatch targets, as given to the society by the Company from time to time.

Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for MSME's of Rajasthan having specified subject tender work mentioned in their registration.

For detailed scope of work, terms & conditions, pre-qualification criteria etc., please refer the tender document.

RSMML reserves the right to amend / withdraw this notice inviting tender at any point of time, without assigning any reasons thereof.

**As per the order of Honb'le Supreme Court in reference to Special Leave to Appeal 17283/2026 Arising out of impugned final judgment and order dated 30-03-2026 in DBCWP No. 15655/2024 passed by the High Court of Judicature for Rajasthan at Jodhpur the impugned order shall not be cited as a precedent. Bidders are advised to carefully assess all associated risks and obligations before submitting their bids**

**Group General Manager (Contract)**

**Note:** The tenderers are advised to keep visiting RSMML/E-proc/SPPP website till due date / extended due date(s) of tender for corrigendum /addendum if any to the tender.

## SECTION-2 Definitions, Interpretations

### 2.1. DEFINITIONS:

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

- 2.1.1 **“RSMML” or “COMPANY” or “EMPLOYER” or “OWNER”** shall mean Rajasthan State Mines & Minerals Limited,” having its registered office at C-89/90, Janpath, Lal Kothi Scheme, Jaipur (Rajasthan) and Corporate Office at 4-Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 2.1.2 **“Appointing Authority”**, wherever the expression is used shall mean the Managing Director of the Company.
- 2.1.3 **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in the office so designated by the Company.
- 2.1.4 **“Head of SBU &PC –Limestone”** shall mean Group General Manager for the SBU &PC – Limestone of RSMML or his successor in the office so designated by the Company.
- 2.1.5 **“Group General Manager (Contract)/General Manager(Contract)”** shall mean the Group General Manager (Contract)/GM(Cont)/Head (Contracts) of RSMML or his successor in the office.
- 2.1.6 **“Unit In-charge”** shall mean the Unit In-charge of Limestone Unit of company so designated or his successors in office appointed by the Company by whatever name.
- 2.1.7 **“Agent”** shall mean the Agent for Limestone Mines notified by the company in this behalf under Mines Act, 1952.
- 2.1.8 **“Engineer-In-Charge” or “Officer In-Charge” or “Authorised Officer”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company and shall also include the Head of SBU &PC-Limestone.
- 2.1.9 **“Engineer’s Representative”** shall mean any resident Engineer or assistant to the Engineer-In-Charge appointed from time to time by the company to perform the duties set forth in the contract whose authority may be notified in writing to the Contractor by the Company.
- 2.1.10 **“Mines Manager”** shall mean the Mining Engineer so designated for SBU&PC-concerning Sanu Limestone Mine of Rajasthan State Mines & Minerals Ltd.
- 2.1.11 **“Approved”** shall mean approved in writing by the Company/ Engineer-In-Charge.
- 2.1.12 **“Tender”** shall mean the offer submitted by the tenderer or bidder against this inquiry for acceptance by the Company.
- 2.1.13 **“Contract”** shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation for tender/bid, instructions to bidders, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of acceptance / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the contract.
- 2.1.14 **“Contract Document”** shall mean collectively designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

- 2.1.15 **“Tenderer or Bidder”** shall mean the person, Firm or Company/Co-operative society submitted a tender/ bid against the “invitation for tender bid” & shall includes his/its their legal representative, administrators, successors and executors.
- 2.1.16 **“Contractor”/“Successful Tenderer”/ “Successful Bidder”** shall mean “Tenderer/Bidder” to whom order/Contract have been awarded by RSMML. “Contractor” / “Successful Tenderer”/ “Successful Bidder” includes a Public Limited Company, firm whether registered or not, an individual, a Co-operative society or an associates or group of persons engaged in any Commerce, Trade, Industry, etc.
- 2.1.17 **“Detailed Letter of Acceptance/DLOA”** shall mean intimation by a letter/fax to successful bidder /tenderer, that his/ its offer has been accepted, in accordance with the provision contained in the letter/ telegram/fax/e-mail.
- 2.1.18 **“Works”** shall mean the works or part thereof to be executed in accordance with the work agreement and shall include all extra, additional, altered and/or substituted work, if any, as required for the purpose of the work agreement
- 2.1.19 **“Commencement of work”** shall be reckoned from the date of transportation of material from mines to Railway siding.
- 2.1.20 **“Temporary Works”** shall mean and include all temporary work/s of every kind for the execution of the main work as incidental and ancillary thereto.
- 2.1.21 **“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 based on the loading and transportation of limestone gitti of specified size & quality from the specified area/s on per metric tonne basis.
- 2.1.22 **“Applicable Rates”** shall mean the rates payable to Co-operative Society after escalation/de-escalation of tendered rates due to variation in the price of diesel as per clause provided in the tender document for execution of work.
- 2.1.23 **“Schedule of quantities and Rates”** shall mean the loading and transportation schedule incorporated in the contract in which are entered quantities of all work, for the execution of the contract and the rate of remuneration thereof, at which the Contractor has undertaken to carry out the work under the contract during the contract period.
- 2.1.24 **“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.
- 2.1.25 **“Alternation/Variation order”** means, any order given in writing by the Engineer-In-Charge to the Contractor from time to time effect Alteration/Variation from given Scope of Work, such an order will be without any financial implication to the Company.
- 2.1.26 **“Quarter”** shall mean period of three calendar months.
- 2.1.27 **“Shift”** shall mean continuous period of eight working hours or any other duration specified by the company from time to time.
- 2.1.28 **“Plant” or Crushing & Screening Plant (CSP)** shall mean the crushing & screening plants and its part thereof at Sanu Limestone mine.
- 2.1.29 **“Specified/designated/location/places”** shall mean allocated area, for specific purpose, by the company time to time.
- 2.1.30 **“Attested”** shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted officer/Notary Public.
- 2.1.31 **“Clause”** shall mean the Clause and sub clauses of this tender document and/or agreement etc.

- 2.1.32 “**Mines**” shall mean Sanu Limestone Mines 1 & 2 situated on Jaisalmer-Ramgarh Road in Jaisalmer District of State of Rajasthan under the control of M/s Rajasthan State Mines & Minerals Ltd.
- 2.1.33 “**Sanu Railway Sidings**” shall mean Sanu Railway Siding allotted to M/s Rajasthan State Mines & Minerals Ltd. by Indian Railway.
- 2.1.34 “**Co-operative Society**” shall mean the society, registered under the Rajasthan Co-operative Society’s Act, with Registrar of Co-operative Society or its Regional Office in the State of Rajasthan/ Govt. of India, whose tender has been accepted by the Company and shall include his or their its legal representatives, administrators.
- 2.1.35 “**Member**” shall mean members of co-operative society, which includes working members as well as statutory members as required under MMR-1961.
- 2.1.36 “**Loading Point**” shall mean site at mines / crushing & screening plant premises/ Sonu Railway Sidings from where loading of specified size of limestone gitti take place.
- 2.1.37 “**Penal freight**” The amount recovered by Railways as punitive charges on account of excess weight found & penalty thereof imposed at originating station, en-route or at destinations as per extant Railway Rules.
- 2.1.38 “**Dead freight**” The amount recovered by Railway as per prevailing railway rules on account of weight short than the permissible carrying capacity weight of wagon as observed after weighment at railway weighbridge at loading point/ en-route or customer weighbridge at destination as is applicable.
- 2.1.39 “**Tonne**” shall mean metric ton (1000 Kilograms),
- 2.1.40 “**Statutory obligation**” would include the entire obligations, which are to be complied with as per the provision of various existing legislation applicable to mine/ working areas or to those, which may come force during entire period of contract.
- 2.1.41 “**Weighbridge**” shall mean any weighbridge either departmental lorry weighbridge/s & or public weighbridge/s authorised by the company for weighment of Limestone.
- 2.1.42 “**In motion Weighbridge**” shall mean weighbridge for the purpose of weighment of rake in motion and installed and operated by the Railways etc. for the weighment of each wagons/rake.
- 2.1.43 “**Access Road**” shall mean Kuchha road connecting mineral stockyard/crusher to mine approach road and railway plots to main road.
- 2.1.44 “**Approach Road**” shall mean Kuchha motorable road connected mineral stockyard/crusher in mines to nearest tar road for transportation of mineral Limestone through trucks/ trollas/ tippers/ & etc.
- 2.1.45 “**Final Certification relation to the work**” shall mean the certificate regarding the satisfactory compliance performance and fulfillment of all Contractual Obligations as issued by the Head of SBU & PC- Limestone/Engineer-In-Charge.
- 2.1.46 “**Completion Certificate**” shall mean the certificate to be issued by the Engineer-In-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 2.1.47 The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

**INTERPRETAION: -**

Words denoting person shall include Firms, Companies, Co-operative societies, associations or body of individuals whether incorporated or not. Words denoting muscular gender or singular number shall also include the feminine gender & plural number & vice versa, where the contract so requires & permits.

SECTION-III  
INSTRUCTIONS TO THE TENDERER

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

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

the contract according to specifications at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works

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

### **3.2 Tender Procedure**

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

### **3.3 Tender Document Fee**

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

### **3.4 e-tendering processing charges**

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 2500/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of

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

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

### **ONE BID PER TENDERER**

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

### **COST OF BIDDING**

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

### **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

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

### **Pre-Bid Meeting**

- 3.12 RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the tenderers on this tender document. The meeting will be held at Corporate Office, Udaipur on 30.06.2026 at 11:00 AM.
- 3.13 Tenderers are also advised to send their queries/clarifications in advance and addressed to the Head & Incharge, SBU & PC-Limestone, RSMML Jodhpur (E-mail: [saileshjoshi.rsmml@rajasthan.gov.in](mailto:saileshjoshi.rsmml@rajasthan.gov.in)) so as to reach him at least seven (7) days before the scheduled date of the pre bid meeting. A copy of this communication should also be endorsed to the GGM(Contract), Corporate Office, RSMML, 4 Meera Marg, Udaipur – 313001 (E-mail: [contractsco.rsmml@rajasthan.gov.in](mailto:contractsco.rsmml@rajasthan.gov.in)).

- 3.14 Tenderers are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the tenderers are requested to confirm their participation. No queries, requests for clarification, or representations shall be entertained by the Company after the conclusion of the pre-bid meeting. The Company shall have no obligation or responsibility to respond to, consider, or reply any query/clarification submitted thereafter.

#### **CLARIFICATION OF CONTENT OF TENDER DOCUMENT**

- 3.15 The Company will not be bound by any verbal/ oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.16 Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

#### **ADDENDA/CORRIGENDA**

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

#### **CURRENCIES OF THE BID AND PAYMENT**

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

#### **SUBMISSION OF TENDERS**

- 3.20 The tenders shall be submitted online as prescribed above in the tender document. The **“Techno – commercial Bid”** should contain the following:
- i) Power of Attorney in favour of the authorised representative signing the tender, as required.
  - ii) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
  - iii) Copy of PAN card & Goods & Service Tax Registration Number.
  - iv) Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
  - v) Documentary evidence in support of pre-qualification criteria of tender for turnover, experience and net-worth.
  - vi) Undertaking that no condition is mentioned in Part II ‘Price Bid’ and conformation to the effect that the price quoted in part II ‘Price Bid’ of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned those would be ignored, at the risk & cost of the tenderer
  - vii) “Exceptions & Deviations statement” to be submitted by the tenderer in form -4 of tender document

- viii) Information regarding skill & experience of supervisory & statutory staff and the site organization, giving details of field management which the tenderer proposes to have for this work in Form -5.
- ix) Tenderer shall submit an undertaking on non-judicial stamp paper of appropriate value to become the members of a Co-operative Society as per format given in tender failing which the offer would not be considered. It is mandatory that proprietor/all the partners (in case of partnership firm) / all the Directors of the Company become the members of the Co-operative society to be constituted to carry out the job.
- x) Duly filled form 1,2 and 5 of tender document.
- xi) Undertaking/affidavit as per annexure II & IV given in tender document
- xii) Undertaking at Annexure-VII with respect to carry out the work under this tender by co-operative society only, already formed or shall be formed by the Tenderer.

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

3.22 **PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format only. It is suggested to the tenderer to read carefully the instructions mentioned in the Proforma at Form-6/ BOQ for quoting the price offer. The price bid not submitted online in the prescribed format shall be summarily rejected.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the tenderer shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

**DEADLINE FOR SUBMISSION OF BIDS**

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

**LATE BIDS**

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

**OPENING OF THE TENDER**

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

- 3.26 If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

#### **EXCEPTIONS AND DEVIATION**

- 3.27 Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in the form-04. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

#### **BID SECURITY / EARNEST MONEY**

- 3.28 The tenderer must pay Earnest Money/Bid Security as per detailed out in NIT (having validity of three month) in the form of crossed demand draft in favour of "RSMML" and drawn on any nationalized/scheduled bank at Udaipur and same shall be submitted as above in original with technical bid or may also deposit by way of online transfer in the following bank account of the company as details given below

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

- 3.29 Original DD of EMD shall be deposited by the tenderer on or before the last date of online submission of tender along with other documents." failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of DLOA to successful tenderer. The earnest money deposited by the successful tenderer will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

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

The earnest money of a tenderer shall be forfeited in the following cases:-

- i If the tenderer withdraws or modifies the offer after submission of the tender.

- ii If the tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/DLOA issued in favour of tenderer.
- iii If the tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/DLOA issued in favour of tenderer.
- iv If it is established that the tenderer has submitted any wrong information/ forged documents along with the tender or thereafter.
- v If tenderer doesn't form the society before commencement of work& doesn't commence the work within the prescribed period.

### **VALIDITY**

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

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

### **EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 3.31 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:
- i) Meets the eligibility criteria.
  - ii) Has been properly signed;
  - iii) Is accompanied by the required securities; and
  - iv) Is substantially responsive to the requirements of the Bidding documents.
- 3.32 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Biding documents without material deviation or reservations. A material deviation or reservation is one:
- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
  - ii) Which limits in any substantial way, inconsistent with the Bidding documents, the Company's right or the Bidder's obligation under the contract; and/or
  - iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

### **EVALUATION OF TECHNO-COMMERCIAL BID**

- 3.33 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see

that he has required level of technical, financial & managerial competence & experience before submitting the tender.

- 3.34 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.
- 3.35 The tenderer shall be prepared to furnish clarification/information and attend meetings/discussion/ as required by the company from time to time.
- 3.36 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that tenderer has made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirement;
- 3.37 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

### **NEGOTIATIONS**

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

### **CORRECTION OF ERRORS**

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

### **PROCESS TO BE CONFIDENTIAL**

- 3.43 Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a

Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.

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

#### **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

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

#### **3.47 INTERFERENCE WITH PROCUREMENT PROCESS**

##### **In case the bidder**

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

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

#### **SIGNING OF THE CONTRACT AGREEMENT**

- 3.48 The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 15 days from the date of intimation regarding acceptance of tender, DLOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- 3.49 The contract agreement shall consist of –
- i) An agreement on non-judicial stamp paper of appropriate value,
  - ii) Tender document, along with the addenda/corrigendum, if any.
  - iii) Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
  - iv) Agreed Variation, if any,
  - v) Any other document as mutually agreed.

#### **RIGHTS OF COMPANY**

- 3.50 The Company reserves the right –
- i) to 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 it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.
- 3.51 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.

**REFUSAL / FAILURE**

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

**Section-4**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**INTERPRETATION OF CONTRACT DOCUMENT:**

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

**SECURITY DEPOSIT (SD)/PERFORMANCE SECURITY:**

- 4.4 The rates of Work Performance Guarantee as per the prevailing terms and condition of the Company are @ 10% of total contract value. The successful tenderer shall furnish a Security Deposit through any of the option in favour of RSMML, Jodhpur within 30 days of the issuance of Letter of Acceptance. The successful tenderer shall furnish a Security Deposit by following options:
- i. The contractor shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Jodhpur/Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/DLOA, 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 / Private Sector Bank (as per list annexed with tender at Annexure-VIII) having** its branch at Jodhpur 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, 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 contractor may also opt to furnish SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public sector bank SBI/ICICI/Axis/HDFC Bank having its Branch office at Jodhpur. 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 Contractor at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in such 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.

- 4.5 The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract. If any, have been fully met by the Contractor and the Contractor has rendered. "No claim and No dues Certificate" to the Company.
- 4.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company, In case or premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.9 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.
- 4.10 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 (Thirty) days** from the date of invoking of original Bank Guarantee.
- 4.11 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.
- 4.12 No interest is payable on S.D. amount.
- 4.13 For execution of contract, it is required to form a Co-operative Society, then S.D. shall be furnished by the Co-operative Society so formed and register under Society Act.
- 4.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- 4.15 **ADDITIONAL PERFORMANCE SECURITY. -**
- (1) In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation :

For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.
  - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

**SUB-LETING OF WORK:**

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

**DRAWINGS AND SPECIFICATIONS:**

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

**PATENTS/ COPY RIGHT /TRADE MARK:**

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

**STATUTORY OBLIGATION:**

- 4.19 The Co-operative Society shall be responsible for the payment of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Co-operative Society shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer- employee relationship and the Co-operative Society further agrees to comply and to secure the compliance by all his sub-Co-operative Society/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Co-operative Society further agree at his cost defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mine Safety etc or any other civil or criminal court, tribunals by reason of any violation by Co-operative

Society or his sub Co-operative Society/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi-judicial tribunal.

**INDEMNITY:**

- 4.20 The Co-operative Society shall at all times, indemnify and keep indemnified the Company, including its employees, authorized agents and the Engineer-In-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Co-operative Society.
- 4.21 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.22 Co-operative Society shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/ Rules applicable on the awarded work to the Co-operative Society.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

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

**NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

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

**NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**

- 4.25 If any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the contract, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not derive in consequences of the full amount of

the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**PROTECTION OF WORK:**

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

**COORDINATION AND INSPECTION OF WORK:**

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

**WORK IN MONSOON:**

- 4.29 During monsoon and other period, it shall be the responsibility of the Co-operative Society to keep the work site free from water at his own cost. The Co-operative Society should plan the execution of work in monsoon season, well in advance.

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

**INSPECTION OF WORKS:**

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

**CO-OPERATIVE SOCIETY OFFICE AT SITE:**

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

**SAFETY, SANITARY & MEDICAL FACILITIES:**

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

**CO-OPERATIVE SOCIETY'S MEMBERS AND THEIR CONDUCT:**

- 4.38 The Co-operative society shall have the sole and exclusive responsibility for supervision of the work by qualified person as per the statutory requirement under MMR-1961 & he should be the member of the society. The work shall be executed by the Co-operative Society with his / their best skill, attention and supervision. The Co-operative Society shall also engage to the satisfaction of the Engineer-In-Charge

sufficient and qualified person (member of the society) to execute and supervise for the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be deployed as member at mines by the Co-operative Society without additional charge on account thereof. The Co-operative Society shall ensure to the satisfaction of the Engineer-in-Charge, if any, provide competent and efficient supervision, over the work entrusted to them.

- 4.39 Whenever any of the member of the Co-operative society or its representative shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company &/or EIC, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Co-operative Society, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Co-operative Society by a qualified and competent substitute. Should the Co-operative Society be requested to repatriate any person removed from the work, he shall do so and shall bear all cost /compensation in connection therewith.
- 4.40 The Co-operative society shall be responsible for the proper conduct and behavior of their members and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Co-operative Society shall be bound to prohibit and prevent any member of society from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighborhood and in the event of such member so trespassing, the Co-operative Society shall be responsible thereof and relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

**DAMAGE TO PROPERTY:**

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

**POWER OF ENTRY:**

- 4.42 During execution of Contract, if in the opinion of Engineer-In charge, it is found that:
- i. Co-operative society has failed to execute the Contract in conformity with contract document or
  - ii. Co-operative society has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In charge, or
  - iii. Co-operative society has failed to carry on and execute the works to the satisfaction of the engineer In charge, or
  - iv. Co-operative society has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed or
  - v. Co-operative society has abandoned the work; or
  - vi. Co-operative society during the continuance of the contract has becomes bankrupt,

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

**COMPANY MAY DO PART OF WORK:**

- 4.43 Upon failure of the Co-operative society to comply with any instructions given in accordance with the provision of the contract, the Company retains the right instead of assuming charge of entire work, to place additional Labour force, tools, equipment and materials etc. on such parts of the work, as the company may decide/ designate or also engage another Co-operative Society to carry out the work at the risk and cost of the Co-operative Society. In such cases, the Company shall deduct from the amount due or which otherwise might become due to the Co-operative Society, the cost of such work and materials etc., plus 15% additional charges thereon to cover all departmental charges/ expenses and the Co-operative Society shall be bound by such decision of the Company.

**POWER TO ORDER SUSPENSION OF WORK:**

- 4.44 The Company may, from time to time, by direction in writing and without in any way invalidating the contract, order the Co-operative society to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given the Co-operative society shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Company to so proceed. In the event of suspension exceeding three days the Company may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Company in the matter shall be final and binding on the Co-operative society. The Co-operative society shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Co-operative society without prior knowledge and approval of the Company. If the Co-operative society is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such granted to the Co-operative society if he proposes to suspend the work or any part thereof, on his own. In case such suspension is necessitated for reasons beyond control and period of suspension becomes more than 3 month at a stretch then Company may consider to make some adhoc/advance payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of company & will not be available as right of the Co-operative society.

**LIENS:**

- 4.45 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Co-operative society, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Co-operative society. If any lien or claim remains unsettled after all payments due to the Co-operative society are appropriated on the account, the Co-operative society shall refund or pay to the Company all moneys that the later may

be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

**CHANGE IN CONSTITUTION:**

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

**COMPLIANCE IN RESPECT OF VARIOUS ACTS:**

- 4.47 The Co-operative society shall at his own cost, observe, perform and comply with the provisions of all the Statute & Acts including RTPP Act applicable during the execution of the Contract, and Rules/Bye-laws framed hereunder as applicable to this work and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other statutory authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the Acts and rules made there under including the following will render the Co-operative society liable to payment of necessary compensation/penalty, as deemed fit by the Company/imposed by the statutory authority.
- 4.48 The Co-operative society shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law and the Cooperative society further agrees to comply and to secure the compliance, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority.
- 4.49 Co-operative society further agree at his cost defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mine Safety etc. or any other civil or criminal court, tribunals by reason of any violation by Co-operative society of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasijudicial tribunal.
- 4.50 The Co-operative Society shall perform the work in accordance with Rajasthan Cooperative Societies Act and all other applicable codes, statutory and established mining practices. It is agreed and understood by between the parties hereto that the cooperatives society shall comply with all applicable laws, rules, regulations and by-laws, applicable orders of Hon'ble Court (s) as applicable to mines whether now in force or which may hereinafter come in force during the currency of the work and/or carrying out the work and the work is to be done as per the sound industry practice. The Cooperative Society must carry out the work only through its members and it should not carry out any work through employed labour.
- 4.51 It will be the sole responsibility of the Co-operative society to ensure all sorts of payments and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Co-operative society in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Cooperative society's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.52 The Co-operative society should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.

- 4.53 The Co-operative society shall take all necessary steps and precautions to ensure work within the mines should perform in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Engineer-in-Charge in this regard. The Co-operative society shall perform the work under this contract in accordance with all-applicable codes, statutory regulations and engineering/ mining practice. The Co-operative society shall be required to ensure vocational training to his working member before they are put to work as required under Mines Vocational Training Rules, 1966.
- 4.54 The society is bound to ensure the compliances of the directions/orders issued from time to time by statutory authority like RSPCB/ IBM/ DGMS/ DMG etc.

**COMPENSATION AND LIABILITY:**

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

**LIABILITY FOR ACCIDENT TO PERSONS:**

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

**FORCE MAJEURE:**

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

**SERVICE OF NOTICE ON CO-OPERATIVE SOCIETY:**

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

**SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE:**

- 4.62 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.
- (a) In the case of the Company, if dispatched by registered AD/Speed post/by email to the Company's Group General Manager at Jodhpur and copy to authorized representative.
- (b) In the case of the Engineer-in-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
- 4.63 Notice and communication addressed to the Company shall be valid only if duly signed by the Co-operative Society or his duly authorized partner or his principal officer acting for him on his behalf.

**TERMINATION:**

- 4.64 If the Co-operative Society fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or

extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the Co-operative Society:-

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

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

**DISPUTE, JURISDICTION:**

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

**APPEALS:**

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

## Section-V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 5.1 APPLICABILITY:

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

#### 5.2 INTRODUCTION:

The Company is involved in the mining, beneficiation, processing and marketing of various minerals like Phosphate, Limestone, Gypsum, Selenite and Lignite etc. The mining & sizing of limestone at Sanu mines is being carried out since 1988.

#### 5.3 LOCATION AND ACCESSIBILITY OF SITE:

Company is operating two numbers of mines namely **Sanu Limestone Mine –1 & Mine-2 in the district Jaisalmer (Rajasthan)**. These mines are situated on Jaisalmer-Ramgarh Road at a distance of about **60 kms** and **54 kms** respectively from **Jaisalmer Town** and about **10.5 kms** and **7.5 kms** respectively from **village Sanu**.

The Jaisalmer-Ramgarh Road is being maintained by National Highways Authority of India. Each mine having mining lease area 1000 Hectares & 998.450 Hectares respectively. This road is passing through the mining lease areas. Limestone gitti of different sizes are being produced by number of sizing & screening plants located at mines. The limestone gitti so produced is being supplied to the customers like various steel plants located all over the country, HMEL-Bhatinda etc., through rail from Sanu railway siding as well as by road ex- Sanu limestone mines of the company. For supply through rail, the limestone gitti is transported from the different crushers/its respective stack yard to Sanu railway siding. The Company will not accept any dispute on indicative distances as mentioned above. Company has been allotted four no. of railway sidings at Sanu railway station & different size fraction of limestone gitti are being stacked thereat separately & mechanically loaded into the wagons. Railway is also operating in-motion associate Weighbridge at Sanu railway station & each wagons/rake is being weighed by railway for issuing certified RR. To avoid overloading, railway is allowing the company to offload excess weight from the wagon reported to be overloaded. However, additional loading into the wagons reported to be under loaded after weighment by railway, is not permissible.

Sanu Railway station is a terminus railway station on Jodhpur-Phalodi-Hamira-Sanu Railway line of North Western Railways.

#### 5.4 PREQUALIFICATION CRITERIA:

##### 5.4.1 **Tenders shall be pre-qualified on the basis of the following criteria:**

- 1 Tenderer should have minimum turnover of Rs 50.00 Cr. in any one of the preceding four financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26 in the name of tenderer.
- 2 The tenderer should have experience of successful execution of one work of transportation through trucks/tippers/dumper and loading thereof into open railway

wagons with minimum 16.00 lakh MT quantum for any mineral including coal in any one of the last four financial years i.e. 2022-23,2023-24,2024-25 & 2025-26 in the name of tenderer in any company/ organisation/ Government department or PSU of state and central Govt.

“minerals” means all substances which can be obtained from the earth by mining, digging, drilling, dredging, hydraulicing, quarrying.

- 3 The tenderer should have minimum net worth of Rs. 15.00crore in any one year of last 2 financial year i.e. 2024-25 & 2025-26. Audited balance sheet/ CA certificate establishing the same is required as documentary evidence.

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website [www.rsmm.com](http://www.rsmm.com), [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and on [sppp.raj.nic.in](http://sppp.raj.nic.in) for the purpose of downloading.

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

The tender shall be pre-qualified on the basis of documents furnished/uploaded along-with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard. The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer.

In case tenderer is a Company registered under Companies Act, then turnover of the Company shall only be considered. In case the bidder is participating as JV/Consortium, in such case the bidding JV/Consortium shall comprise of not more than three members, i.e. one lead member or lead partner and two other member/ partner. In case the bidder is a bidding JV/ Consortium, in such cases cumulative turnover, net worth, & experience of JV members/ Consortium partners/members shall be considered for the purpose of qualification. Experience of JV member in any other working joint venture shall be considered only up to the percentage of sharing in the respective Joint venture.

In case of a Joint Venture all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and the Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.

The bidder should be the chairman/the Secretary/ the Treasurer of the registered co-operative society formed & should be authorized for signing of documents and execution of the tendered work and they shall not be changed without the prior approval of the company during the tenure of contract. The tenderer is required to furnish an undertaking, in proforma provided in tender document on non-judicial stamp paper of worth Rs. 100/-, in this respect, without which their offers would not be considered. Further, it is enjoined upon from such members that they cannot resign from the society until the contract period is over.

However, in case the tenderer, who had formed the Co-operative Society on award of the work in its name in compliance to the tender conditions in past, the experience of such Co-operative Society shall be considered in the name of tenderer.

Any person participating in the tendering process shall be subject to code of integrity and disclose conflict of interest, as defined in Rule 80 and should not have a conflict of interest in the tender as stated in Rule 81 of Rajasthan Transparency in Public Procurement Rules, 2013 and the tender document. Appropriate actions against such bidder in accordance with Section 11 and Chapter IV of the Act shall be taken, if it determined that a conflict of interest has flawed the integrity of tendering process, then such tenderer found to have a conflict of interest shall be disqualified.

Tenderer(es) (including any partner/ member of JV/consortium) who have been banned/ /blacklisted/debar in any part of India by the company or any state / Central government organization /department shall not be eligible to participate in this tender/ during the currency of banning/ blacklisting/ debarment period.

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

The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

The Co-operative society has to deploy the requisite number of equipment required to perform the entire scope of work and compliance of terms & conditions of tender thereof and to achieve the dispatch targets, as given to the society by the Company from time to time.

Relaxation in bid security amount shall only be applicable as per RTPP Act/ Rules for MSME's of Rajasthan having specified subject tender work mentioned in their registration.

For detailed scope of work, terms & conditions, pre-qualification criteria etc., please refer the tender document.

RSMML reserves the right to amend / withdraw this notice inviting tender at any point of time, without assigning any reasons thereof.

For detailed scope of work, terms & conditions, pre-qualification criteria etc., please refer the tender document.

## **5.5 WATER SUPPLY, POWER AND LAND FOR OFFICE ETC:**

5.5.1 The Co-operative Society shall make its own arrangement for land for temporary construction of Co-operative Society's field office, workshop, etc. (as per requirement in the Scope of work). The Co-operative Society shall at his/ its own cost construct all such temporary structures or building with suitable drinking water supply, electricity and sanitary provisions etc. in the above place.

5.5.2 On completion of the entire contract work undertaken by the Co-operative Society if such temporary structure/s etc. in lease area of the company then it shall be removed by the Co-operative Society at is/its cost and site cleared as per the directions of the Engineer-in-charge. If the Co-operative Society fail to comply with such directions, the Engineer in charge may at the expense/s of the Co-operative Society, will get removed all such works and dispose off the same in such manner as he deems fit and get the site cleared. In such event the Co-operative Society shall have no claim whatsoever in respect thereof.

5.5.3 The company reserves the right to ask the Co-operative Society at any time during the pendency of the contract to vacate the land, site, temporary buildings etc., in the lease area of the company by giving 7 (seven) days notice on security reasons or on material

interest by providing alternative site at cost and risk of the Co-operative Society. The company also reserves the right to take over the said temporary structures/ building in lieu of reasonable compensation, as mutually settled.

#### **5.6 DETAILS TO BE FURNISHED AT THE TIME OF COMENCEMENT OF WORK:**

Following details required to be furnished by the successful tenderer/society to the Engineer-in-Charge at the time of commencement of work at mines;

- i) Registration details of the society, society members, details of the personnel with their nature of duties who will be engaged for execution of the work.
- ii) Initial medical examination certificate required in prescribed Performa of such Co-operative Society members under Mines Rules -1955.
- iii) Co- operative society shall depute all society members at our Vocational training center located at Sanu Mines to imparting initial /refresher vocation training provided by the company as per Vocational training Rules-1966 as applicable for mines, if any.
- iv) List of HEMM/ equipment/machinery etc. along with its technical specification/purchase invoices/ Registration Certificates, insurance, pollution under control (PUC) certificate.

#### **5.7 REPORTS:**

The Co-operative Society shall furnish the statement showing the following details of work done by him or any other statement in the form of report(s), in the format prescribed by the Engineer-In-Charge, on daily basis and/or at specified intervals by the company to the Engineer-in-Charge or to his authorised representative;

- a) Limestone loaded from the mines and transported to Railway siding Sonu.
- b) Receipt of the limestone at the siding
- c) Wagon loading of limestone at railway siding Sonu.

#### **5.8 CRITERIA FOR DECIDING LOWEST TENDERER:**

The basis of arriving at the lowest tenderer shall be as under-

- i) The total remuneration payable under the work defined in tender of the Price Bid (Form-6)/BOQ shall only be considered for deciding the successful tenderer. The remuneration will be calculated on the basis of tendered quantity and offered rate for complete scope of work.

**Note: The scheduled quantities mentioned in the BOQ are indicative and only for the purpose of determination of L1 bidder, however the payment will be made as per actual work executed. The bidder will not claim for any unexecuted quantity/left out quantity**

## **Chapter 2 TECHNICAL**

### **5.9 POLLUTION CONTROL PERMISSIONS AND MEASURES:**

- 5.9.1 The Contactor shall have to take effective measures at its own cost & expenses for suppression of dust generated during the process of loading, unloading, transportation, wagon loading etc., in the working areas and on the haulage roads, so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961 and or stipulations of MOEF/Central/State Pollution Control Board then the Company may make arrangements for dust suppression at the cost & expenses of the Contactor.
- 5.9.2 In case the dust concentration is found to be more than the limits referred herein above and the Co-operative Society fails to adopt required pollution control measures, then RSMML shall make such arrangements for adopting requisite pollution control measures at the risk and cost of Co-operative Society, apart from taking other actions as per the contract.
- 5.9.3 If the Co-operative Society fails to work as per the in accordance with the rules and regulations and fails to adopt pollution control measures etc. and if in case any penalty imposed by any of the Government Agency on the company, the same amount shall be recovered from the society.

### **5.10 DEPLOYMENT OF EQUIPMENTS:**

- 5.10.1 The Co-operative Society has to deploy requisite fleet of machinery/equipment(s) of adequate capacity to handle the volume and type of work & the Co-operative Society has to deploy sufficient numbers of truck/tippers/dumpers its own/hired/ arranged vehicle at all crushing and screening plants at Mine No.1 & 2 to ensure direct loading and avoid stacking of finished limestone gitti.
- 5.10.2 The Contactor shall have to deploy and make available sufficient numbers of "Wheel Mounted Front-End-Loaders" i.e. for truck loading at mines, proper stacking of material at Railway Siding and loading of railway wagons, failing which company may take appropriate action. However, the Co-operative Society has to make arrangement of sufficient numbers of equipment to carry out the job as per the scope of work at each location i.e. at mines as well as railway siding.
- 5.10.3 In case the tenderer proposes to engage equipment of other agencies, an undertaking of the owner of the equipment on non-judicial stamp paper should be submitted along with other details. The Co-operative Society shall not be allowed to withdraw/take this equipment from the premises of works to deploy them elsewhere.
- 5.10.4 The successful tenderer has to submit the technical specifications and list of various machinery and equipment. The Co-operative Society shall submit technical details and fleet of HEMM along with their Registration certificates, insurance, pollution under control (PUC) certificate, at the time of commencement of work.

### **5.11 CONDITIONS PERTAINING TO VEHICLES:**

- 5.11.1 The vehicles deployed by the Co-operative Society for the transportation work under this contract should be fit and road-worthy as required under Motor Vehicles Act 1988 and rules made therein or any other relevant act in force from time to time. The deployed vehicle should be fitted with valid GPS & RFID enabled devices and its accessibility to engineer in charge as per the requirement of Department of Mines & Geology, GOR.
- 5.11.2 The Co-operative Society shall have to provide the details of the drivers and other people entering the mine area with their photographs to the Mines Manager as required under Mines Act 1952 and rules made there under.

## **5.12 EQUIPMENT, MATERIALS AND WORKSHOP**

- 5.12.1 The Co-operative Society shall provide adequate number of equipment and ancillary machines in proper working conditions for completion of the work in stipulated time schedule.
- 5.12.2 The Co-operative Society shall have to make its own arrangements for workshop and other support facilities for maintenance and upkeep of machinery and equipment and safe execution of the works.
- 5.12.3 During the entire period of work, the Co-operative Society shall always maintain a stock of the necessary spares consumable and other materials on its own cost so as to avoid any disruption of work.
- 5.12.4 The Co-operative Society shall provide all protective equipment and safety appliances, and comply with all relevant provisions under Mines Act. 1952 and Metalliferous Mines Regulation Act and Mines Rules.
- 5.12.5 The Co-operative Society shall depute its authorized representative and it shall be the duty of representative so authorized to call on at the office of Agent or the Mines Manager or any other officer acting on his behalf on all working days and generally remain in touch with them to obtain daily schedule of work and day to day instructions of this regard. The Co-operative Society shall ensure full compliance of such instructions.
- 5.12.6 The Co-operative Society shall execute the work truly and faithfully to the full satisfaction of company. The Co-operative Society shall take all precautions and adequate steps and necessary precautions to avoid any pilferage, wastage, and damage to limestone in the course of its loading, handling of material.
- 5.12.7 The Co-operative Society shall give 24 hours prior intimation in writing to the Unit In-charge/Officer Engineer In-charge of the Company & take prior approval of the Company before commencing regular maintenance or general overhauling of its machines. If the same machine is repaired on more than 2 occasions in a calendar month and/ or it remains out of order for a period of more than 5 days in a month or if the work is hampered on this account, then the Company shall have the right to get the work done through other suitable means at the cost and expense of the Co-operative Society. The extra expenditure that may be incurred in such an eventuality shall be borne by the Co-operative Society along with compensation for shortfall.
- 5.12.8 If the machines are required to be taken out for major overhauling, then before taking out the machines for such overhauling the Co-operative Society shall maintain sufficient stock of mineral so that normal/usual dispatches can be maintained uninterrupted during the period in which the machines are taken out for major overhauling. The Co-operative Society shall overhaul such machines within minimum possible time. In case the Co-operative Society is not able to build up sufficient stock of mineral for maintaining normal/ usual dispatches regularly during the period in which the machines remain out for overhauling /the overhauling of machine is unduly delayed then, the Company shall have the right to get the work done by other means at the cost and expense of the Co-operative Society and the Co-operative Society shall also be liable to pay damages/compensation to the Company in this regard.
- 5.12.9 If the machines/ equipment deployed by the Co-operative Society cause any accident or cause injury or death to any person working in the mines or elsewhere or cause any damage to any property, then it will be the responsibility of the Co-operative Society to bear all sort of compensation to the person(s) affected or to the

heirs of the deceased and pay all costs, damages, compensation, losses etc., occasioned on account of such accident/ injury/ damage.

- 5.12.10 The Co-operative Society shall have to maintain its machines in a proper state of repair so as to minimize the risk of accident/ fire. Any directions given by the Company with a view to enhancing the safety of the persons working on or near the machines or to minimize chances of fire, shall have to be implemented by the Co-operative Society promptly, failing which the Company may stop operation of such machinery till these instructions are carried out.
- 5.12.11 Every equipment viz. front-end loaders, dumpers, tippers, etc., deployed for the contractual work by the Co-operative Society shall be fitted with an automatic fire extinguisher of a type approved by the DGMS. The Company may not allow deployment of any HEMM, which is not fitted with such an automatic fire extinguisher in proper working order.
- 5.12.12 Every vehicle viz., dumper, tipper, truck etc., deployed for the contracted work by the Co-operative Society shall be fitted with an audio-visual alarm which shall give continuous audio-visual warning during the period vehicle is operated in reverse gear. Company shall not allow entry & operation of any vehicle in the mines, which is not fitted with such an audio-visual alarm in proper working order.
- 5.12.13 Every trolley attached with a tractor and deployed in the mines shall be of "four wheeled type" and every such trolley shall have a separate braking system, which shall act upon the wheels of such trolley.

### **5.13 LIABILITIES IN RESPECT OF CO-OPERATIVE SOCIETY'S MACHINERY ETC.**

- 5.13.1 The co-operative society shall be responsible for maintaining & operating the machine deployed by him for the contracted work in such a way that machine operate at full capacity & with due regards to safety & ensure compliance of the provision of regulations 171 to 176 of the MMR-1061.
- 5.13.2 Every Wheel Mounted Front end Loader deployed for the contractual work by the co-operative society shall be fitted with load cell for ensuring correct loading and automatic fire extinguisher of a type approved by the DGMS. The company may not allow deployment of any Front end Loader is not fitted with such a load cell and automatic fire extinguisher in proper working order.
- 5.13.3 The noise level of any machine should not exceed the standard prescribed in MMR, 1961. The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR, 1961. The company may stop operation of any machine if the noise level of which is found to be above the prescribed limit.
- 5.13.4 The Co-operative society shall have to make adequate lighting arrangement at his own cost for illuminations in working areas of loading etc after day light hours so as to meet the statutory requirement wherever required as per MMR, 1961.

### **5.14 LIABILITY FOR DAMAGE TO VTS INFRASTRUCTURE**

- 5.14.1 The Society shall be solely responsible for any loss, damage, or destruction caused to the Vehicle Tracking System (VTS) infrastructure and associated equipment installed at RSMM premises, including but not limited to boom barriers, RFID readers, RFID tags, cameras (including ANPR systems), sensors, weighbridge peripherals, and any other related devices, if such damage is caused by the acts, negligence, or misconduct of the drivers, vehicles, or personnel deployed for the work of transportation of mineral under the job by the society.

- 5.14.2 In the event of any such damage, RSMM shall assess the extent of loss and notify the Society accordingly. The Society shall be liable to fully compensate/reimburse RSMM for the cost of repair or replacement of the damaged equipment, including associated installation, calibration, and downtime costs, within 15 (fifteen) days from the date of such intimation.
- 5.14.3 RSMM shall have the right to recover such costs from the Society's pending bills, security deposit, or any other dues payable, without prejudice to any other rights or remedies available under the contract or applicable law.
- 5.14.4 The Society shall ensure that all drivers and personnel are adequately briefed and trained to handle vehicle movement in compliance with site rules and to avoid any damage to installed systems.

**5.15 DUST SUPPRESSION:**

The Co-operative society shall have to deploy suitable capacity water tanker with water sprinkling arrangement & take effective measures at its own cost & expenses for suppression of dust generated during process of loading, transportation, unloading, etc. at loading/unloading points at mines/railway siding & on the haulage roads, by means of water sprinkling, water spraying or any other suitable method, etc so that the dust concentration in such places do not exceed the limit prescribed under MMR, 1961 or as stipulated under MOEF. For this purpose, the Co-operative Society shall make necessary arrangements for adequate supply of water with water sprinkling arrangement. It shall be the responsibility of society for arrangement of water from sources. In case of co-operative society failed to do the arrangement of water sprinkling at any haul road in the mines as well as at railway siding sonu used for transportation work, then company shall make arrangement for dust suppression at the risk and cost of co-operative society without any intimation and cost of water sprinkling arrangement on haul road shall be deducted from RA bills of the society. Non-availability of water for dust suppression will not be an excuse for non-compliance of this clause. In case the dust concentration is found to be more than the limit referred above or of the Co-operative society to ensure dust suppression as required above, the Company may make such arrangements for dust suppression at the risk and cost of Co-operative Society, apart from taking other actions as per the contract.

- 5.16** If, society fails in water sprinkling work in the area under their scope of work i.e. from Crusher to loading platform then the penal amount of Rs. 10,000/- per day in addition to cost of arrangement made by RSMML at risk and cost of society shall be recovered from co-operative society monthly RA bill.

**5.17 VOCATIONAL TRAINING:**

Before any person is employed/ deployed by the Co-operative Society in mines. It shall have to undergo a course of vocational training as per provision of MVTR, 1966. Such vocational training shall be imported by the company & shall not charge any amount from the Co-operative Society for imparting such vocational training. However the Co-operative Society shall have to make available the persons for attending such vocational training as per schedule to be imparted by the company. The Co-operative Society shall pay the wages to the trainees for the training period.

**5.18 MEDICAL EXAMINATION:**

Every person deployed by the Co-operative Society in the mines shall be subjected to initial & periodical medical examination(s) as per the provision of the Mines Rules, 1955. Such medical examination (s) shall be arranged by the company & actual expenses incurred by the company for such medical examination (s) shall be borne by the Co-operative Society. However, the company shall not charge any service charges for organization such medical examination.

**5.19 PROVISION OF REST SHELTER FOR TRUCK DRIVERS & DRINKING WATER IN TRUCK PARKING AREA NEAR MINES:**

The Co-operative society shall arrange for a proper rest shelter suitable under all-weather of sufficient size for truck drivers, supply of drinking water to its staff/truck drivers at the working places/points/truck parking. In case of failure of society to make above arrangements, such arrangements(rest shelter & drinking water) may be made by the company & entire cost thereof together with such charges as may be levied by the company shall be recovered from the bills of the Co-operative Society & or from its security deposit.

**5.20 SAFETY APPLIANCES:**

The Co-operative society shall provide all protective & safety appliance such as helmets, safety boots, ear muffs, dust mask, safety goggles etc. to their employee at his own cost & comply with all relevant provision under Mines Act, 1952 & MMR, 1961 & rules made their under.

### Chapter –3

## Scope of work

#### 5.21 **CONTRACT TO BE EXECUTED BY THE CO-OPERATIVE SOCIETY ONLY:**

In view of the prohibition of employment of contract labour in limestone raising etc. this tender has been called from such a co-operative Societies only which are registered under the Co-operative Societies Act, 2001 or any other Co-operative society Act of India. The working area of the Co-operative Society shall extend to all designated locations, including operations in district Jaisalmer, Rajasthan. The price bid of only those bidders will be opened, who have formed a co-operative society Bidders who had already formed co-operative society for execution or intended to execute the work from existing co-operative society shall submit their document with bid. The bidders who do not have already formed co-operative society may start the procedure for society formation. Further, they would be required to submit their society registration document within 7 days of the opening of techno commercial bid, failing which their offer would be liable for rejection. The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender and incorporated the registered co-operative society only such qualified bidders will be informed about price bid opening. No person who is not a member of the Co-operative Society shall be allowed to work in the mines.

Bidders are advised to visit the site prior to submission of their bids and acquaint themselves with all local conditions, including issues related to transportation, availability of manpower, and any other relevant factors.

The responsibility for ensuring uninterrupted and regular execution of transportation work shall rest solely with the Contractor/Society. The Company shall not entertain any claims whatsoever on account of local conditions, transportation constraints, labour issues, or any related factors.

The tenderer is fully responsible for understanding the work area, site conditions and local, environmental, or logistical factors before submitting their tender. By submitting a bid, the tenderer is deemed to have satisfied themselves through actual inspection of the site and locality regarding all conditions that may affect the execution of work, and that their quoted rates are inclusive of all associated risks.

**As per the order of Honb'le Supreme Court in reference to Special Leave to Appeal 17283/2026 Arising out of impugned final judgment and order dated 30-03-2026 in DBCWP No. 15655/2024 passed by the High Court of Judicature for Rajasthan at Jodhpur the impugned order shall not be cited as a precedent. Bidders are advised to carefully assess all associated risks and obligations before submitting their bids**

#### 5.22 **SCOPE OF WORK:**

The Scope of work is detailed herein below.

- 5.22.1 RSMML is producing different sizes of limestone gitti at its Sanu Limestone mines no.1 & 2 located at 12.5 & 8.5 from Sonu railway siding respectively. Sonu (SONU) Railway Siding is established at the terminus station Sonu in the Jodhpur Division of the North Western Railway (NWR) and it has been fully electrified to facilitate rake movement. Under this tender, the limestone gitti is to be loaded

from each mines into Tipper/dumper deployed by contractor or Society's own/ customers of the company for dispatches either to railway siding Sonu or elsewhere as per the instruction of EIC and transported by Tippers/dumpers to Sonu Railway Siding, proper stacking there at, & loading into open Box wagons of BG rakes etc. at Sonu Railway Station of North Western Railway for further dispatches to customers.

**The scope of work under this contract shall include:**

The scope of work under this tender broadly include:-

- a) Deployment of suitable capacity & sufficient requisite numbers of tippers/dumpers equipped with RFID/GPS device/ GPS System (Directorate of Mines and Geology, Rajasthan compliant vehicles are required to be equipped with AIS-140 certified GPS trackers and RFID tags to monitor the transportation of minerals) along with operating personnel's in all three shift at all crushing and screening plant for direct loading of finished limestone at Sanu Mines and further transportation to Railway Siding Sonu and deployment of suitable capacity and sufficient requisite numbers wheel mounted front-end loaders with operating personnel fitted with load cell(which will be calibrated from time to time and submit the copy of calibration certificate to the company for loading of limestone gitty in absence of gravity loading and in wagons at Sonu Railway Siding.
- b) Every vehicle used for transportation of mineral from lease or permit area shall be registered online with the department. Vehicles not equipped with or not fitted with vehicle location tracking device and radio frequency identification device. Vehicle which is not registered with the department, in accordance DMG-Rajasthan provisions, shall not be permitted to transport any mineral and in such cases, rawanna or transit pass shall not be generated or issued.
- c) Loading of various sizes of limestone gitty into tippers/dumpers deployed by contractor/Company's authorized customers, by gravity/by mechanical loader from different crushing plant(s)/stack(s)/manual pits etc. at Mines.
- d) For gravity loading into Trucks/ Dumper, whether for transportation up to railway siding/ex-pit loading or loading into trucks/dumpers of mining contractors for dumping in their stacks at mines/near their C&S plant, the society shall deploy requisite permanent personnel's in sufficient number on regular basis in all 3 shifts to operate the hoppers of all C& S Plants (Dept. as well as contractual)In case of stacking at near C&S Plants, mining contractor shall deployed the requisite permanent personnel's to operate the hoppers for transportation/ expit sale. society shall deploy the requisite permanent personnel to operate the hoppers of all C&S plants. The deployed personnel's will not be changed frequently.
- e) Weighment of empty/loaded tippers at Company's weighbridge at Mines of RSMML&/or any other notified weighbridge between mines & railway siding. Unloading of excess material from vehicles loaded by gravity loading/loader loading and maintenance of separate stack yard for each size of material at/near

company's weighbridge and society will ensure avoid of mixing of various sizes at mines during final weighment of vehicles for E-ravanna generation.

- f) Transportation of limestone gitti through tippers/dumpers deployed by society from Sanu Mines to Sanu railway siding plots allotted/land in possession of the company and as provided by the company to the Co-operative Society at Sanu railway station from time to time.
- g) Unloading of limestone gitti from the tippers/dumpers and suitable, safe and properly leveled stacking of the limestone gitti at railway siding at Sanu railway station, as per direction of the company/EIC.
- h) Watch & ward of the transported material on the railway plots/ land in possession of the Company and as provided by the Company to the Co-operative Society at railway siding at Sanu railway station.
- i) Complete cleaning of wagons allotted to the company at railway siding for loading of limestone, prior to its loading.
- j) Plugging of holes/gaps by gunny bags etc. if required and considered necessary by the company, as per direction of the Company, to prevent spillage of the limestone during the transit from Sanu Mines to destination.
- k) Loading of limestone gitti into railway wagons by mechanical front-end loaders fitted with load cell at railway siding at Sanu railway station within time prescribed by railways. The loading shall have to be carried out as and when wagons are placed by railways against the indents placed by the company. The co-operative society therefore shall have to make adequate arrangements for loading at all times and ensure accordingly availability of loaders/labours etc. The society shall also have to ensure that loaders are fitted with load cell in order to ensure correct loading as per the carrying capacity (as specified by Indian railway) of each wagon. The load line in each wagon shall be marked by the Contractor to support the loading of material in wagon as per CC, and the correct loading shall be the sole responsibility of contractor.
- l) Load adjustment(unloading of excess quantity beyond the prescribed capacity of particular wagons)& leveling of wagons as per requirement after Weighment of each wagon at electronic in-motion associate weighbridge and/or alternate associate weighbridge of the Railways.
- m) In case of different size specifications of limestone gitti, loading transporting, stacking, wagon loading etc. have to be done separately for different sizes.
- n) Removal of spillage of gitty occurs on account of tippers loading and transportation of limestone gitti within the mining lease area as well as access road at Railway siding. Spillage will be collected by the contractor and it will be the property of RSMML.
- o) Removal of spillage of gitti, occurring on account of transportation of limestone gitti on Ramgarh-Jaisalmer road from Sanu Mines to Sanu railway siding, within 24 hours by manual/ mechanical.
- p) Removal of spillage of gitti from the railway track and cleaning of the railway track to avoid any jamming of the tracks.

- q) Pasting of printed labels (2 and 4 nos.) on both side of each BG wagons indicating the destination etc., labels shall be provided by the Company.
  - r) All trucks/ tippers/ dumpers reaching at Sanu Mines at different weighbridges should be authenticated/ allocated for specific weigh bridges and different C&S Plants, without authentication trucks/ tippers will not be allowed for weighment/ loading of limestone Gitti in both case empty as well as loaded trucks. The Co-operative society shall also deploy their members at all operative weigh bridges for smooth and systematic movement of trucks/ tippers. The name of members will be given in advance to EIC
- 5.22.2 The tippers loaded with limestone gitti at mines shall be checked for proper sizing either by third party analyst or any other authorized person of company/ EIC. The loaded tippers approved on account of quality shall only be allowed for weighment and further transport to Sanu. Railway Siding However those tippers rejected on account of quality shall be unloaded at separate designated stacking yards for different sizes at Sanu Mines for which no additional payment shall be given.
- 5.22.3 The company draws samples of material from each truck at the time of loading as well as at the destination to determine its various parameters (Like constituents and moisture etc.). The co-operative society shall be responsible to ensure that the qualitative property of the material is not lost during the transit due to contamination with external foreign material. The cost of such material rejected on the grounds of loss of quality in transit (Deemed as loss of material) shall be recovered from the co-operative society at the prevailing prices and taxes thereon. Also no payment of remuneration for transportation of such material shall be admissible to the co-operative society.
- 5.22.4 The Co-operative society shall be responsible for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative society including during the transit.
- 5.22.5 In case of Breakdown of any vehicle and/or Seizure of any vehicle (by any lawful agency for any reason whatsoever), carrying the material, the co-operative society shall immediately inform the Engineer-In-Charge or the Officer authorized by him, about such breakdown. Also the co-operative society shall have to make alternate arrangement for transportation and delivery of the entire material from such vehicle within 48 hours of the incident. If the co-operative society fails to do so then the company would recover an agreed compensation @ prevailing sale price per MT and no payment of remuneration for such material shall be paid or be admissible to the co-operative society.
- 5.22.6 If it becomes inevitable to transfer the material from one vehicle to another in transit, for any reason, then co-operative society should inform Engineer-In-Charge / Officer authorized by him. Drawing of samples and analysis of material from the transferred vehicle and its Weighment will be made at co-operative society's cost in presence of the representative of RSMML. Should there be any loss of weight or property of the material, the same will be recovered from the co-operative society.
- 5.22.7 Loading hours can be round the clock as per the requirement.
- 5.22.8 The co-operative society is expected to maintain close co-ordination with company's official, railway office at Sonu railway siding to get complete and upto date information regarding indents, supply of wagons and convenient placing of wagons for smooth loading operations.

5.22.9 **COMPONENT OF WORK:**

5.22.9.1 The bidder shall quote composite rate for the complete job detailed at 5.22.9.1 (B, C & D) job only. The Item rate for Job 5.22.9.1 (A) shall be firm and fixed during the contract period as defined in the respective clause.: -

A.	<b>Loading of limestone gitti</b> from various stacks by loaders into Tippers/dumpers deployed by contractor /Company's authorized customers at Company's Sanu Limestone Mines, Distt. Jaisalmer. For the work of Loading of limestone gitti from various stacks by loaders into Tippers/dumpers deployed by contractor (Society)/Company's authorized customers at Company's Sanu- 1 & 2 Limestone Mines, Distt. Jaisalmer; <b>a fix pre-determined rate @ Rs 30/- PMT</b> shall be paid to successful bidder/society by RSMML under this tender during the total period of the contract. The annual loader loading at mines is estimated to around 15-20% of the total annual dispatch quantity. However, It is only indicative quantity and Successful bidder shall not make any claim on this account".
B	<b>Transportation of limestone gitti</b> loaded in Tippers/dumpers from Sanu Limestone Mines, Distt. Jaisalmer to specified Rly. Plots at Sanu railway station including unloading of Tippers/dumpers at Railway plots /land in possession of the Company
C	<b>Stacking of the transported material</b> on the railway plots/ land in possession of the Company and as provided by the Company to the Co-operative Society and watch & ward of the limestone gitty during road transit & at the railway plots/ land in possession of the Company.
D	<b>Mechanized loading of limestone gitti from Railway plots</b> into BG railway wagon (full rake load carries approx. 4100 tonnes) at Sanu Railway station, using front-end loaders fitted with load cell and load adjustment, if required, in each wagon after weighment by Railways

5.22.10 The scope of work also includes works mentioned in special terms and conditions of the tender document.

5.22.11 All incidental and /or contingent works required for the performance of works shall be done by the co-operative society at its own cost and expenses and the same would not qualify for any extra payment.

5.22.12 The work mentioned above will have to be performed by the members of such co-operative societies, which are registered under the Co-operative Societies Act 2001 or any other Co-operative society act of India. The society will not be allowed to hire workers. Any person who is not a member of co-operative society shall not be employed for the above work as it is prohibited under the Contract Labour (Regulation and Abolition) Act 1970.

5.22.13 Work mentioned at Clause 5.22.9 (A) (loading of Tippers/dumpers at mines site) may or may not be got done depending upon whether the lifting is from the crusher directly or from stacks or from the stocks of the manually broken gitti lying on surface. Loading at the mines can be by gravity or from the stacks. Company cannot guarantee the quantities either for gravity loading or for loader loading. Tenderer may note that no payment shall be made for gravity loading/direct loading.

5.22.14 It is essential to keep one loader at mines all the times for lifting of limestone from stacks/spillage cleaning etc.

- 5.22.15 Payment shall be made only for dispatched material as mention in RR, to the Co-operative Society during the entire contract period. However, payment of the loader loading work (as detailed at clause 5.22.9.1-A) at mines shall be made on actual executed quantity.
- 5.22.16 The rates will remain firm & fixed except escalation/de-escalation provided under tender condition in Section V.
- 5.22.17 It shall be the responsibility of the society to provide sufficient/adequate nos. of loaders in all working shifts (at mines) for uninterrupted loader loading work for loading of ex-pit sale trucks as well as transportation of limestone by trucks from mines to railway siding.  
“If, society fails to provide loaders as per work requirement then the penal amount of Rs. 2500/- per day in addition to cost of arrangement made by RSMML at risk and cost of society shall be recovered from co-operative society monthly RA bill.
- 5.22.18 Society shall be maintain a register showing entry of all the trucks/tippers/dumpers unloaded at railway siding on daily basis round the clock.

**5.23 HANDLING OF LIMESTONE OF DIFFERENT SIZES:**

In case the limestone of different size is to be dealt with, then transportation, stacking, wagon loading of such products would be carried out separately as per directions of the company.

**5.24 QUANTITY OF MATERIAL:**

- 5.24.1 The weighment of each truck (tare & gross) while transporting the material from Mines shall have to be got done by the Co-operative Society at the Company’s weigh bridge at the mines. The Company, for weighment at the mines, shall not charge any weighment charges from the Co-operative society.
- 5.24.2 The present capacity of weighbridge at Sanu mines is 50 MT to 100 MT. If Co-operative Society intends to deploy higher capacity vehicles then prior consent from the Company will have to be obtained and vehicle of higher capacity would be got weighed at outside weighbridge as notified by the company in writing. The company would not reimburse such weighment charges and also no other reimbursement whatsoever shall be considered.
- 5.24.3 The Company may require weighment of some or all the trucks/tippers on any of the Company’s weighbridge/ weighbridge authorized by the Company at/near Sanu Contractor has to comply with Company’s instruction in this regard. Company will not entertain any claim for increase distance lead on this account. However, weighment charges shall be borne by Company.

**5.25 QUANTITY OF LIMESTONE AT RLY. SIDINGS & STACKING AT PLOTS:**

- 5.25.1 The Co-operative Society itself will be bringing the material as a transporter under Clause 5.22.9 item A & B, to railway plots for wagon loading purposes.
- 5.25.2 The loadable stock of material at Rly. Plots handed over to the Co-operative Society at the beginning of the contract shall be measured & determined through joint survey by the Company in association with the Co-operative Society. The Society has to load this material in the wagons provided by Indian Railways through RSMML and company shall pay remuneration @ 30% of the awarded rate in DLOA for this quantity.
- 5.25.3 The quantity of material handed back by the Co-operative Society at the end of the contract period shall be measured & determined by the Company through joint survey in association with the Co-operative Society. Company shall pay

remuneration @ 70% of the awarded rate in DLOA (escalated/de-escalated) , for this loadable quantity.

- 5.25.4 At the end of the Contract after wagon loading or for any other reason, if there remains any stock of mineral at the Rly. siding/ loading site on any account, the said in respect of left out stock would continue and remain the property of the Company and the Company will not accept any claim from the Co-operative Society in respect of such stock.
- 5.25.5 The unloading of limestone from the tippers/dumpers shall be carried out as per the direction of the Company. The Co-operative society shall make properly leveled stack at its own cost.
- 5.25.6 Co-operative Society shall have to make arrangement for stacking of limestone gitti at the Railway plots in such a way that 3m. to 5 m. high heaps are formed. The Co-operative Society shall be responsible for stacking and watch & ward of the material at railway plot site, shortage of material at railway plots vis-à-vis quantities transported, if any, over and above the permissible limits shall be to the Co-operative Society's account.
- 5.25.7 “Cooperative society shall also deploy display signboards (Visible day & night) having information of different size material at each stacking point for correct unloading of dumper at respective stacking point at Railway Siding.”
- 5.25.8 Cooperative society shall engage unloading supervisor both at entry point and end point of each and every railway platform and shall also maintain record of trucks unloaded at the respective site”.

## **5.26 BEFORE WAGON LOADING**

Immediately before placement of wagons the jam of railway track caused due to the spilling of any material shall have to be cleared by the Co-operative Society at its own cost within the time limit prescribed by the Engineer In-charge. In case the Co-operative Society fails to clear the jam and wagons are not placed by the railway on this account, then the loss so caused to the Company including demurrage, if any, claimed by the railways, shall be recovered from the Co-operative Society's bills/security over and above recovering the cost of clearing the jam etc.

## **5.27 LOADING OF MATERIAL INTO WAGONS:**

- 5.27.1 The Co-operative Society shall have to undertake the loading work (free time provided by Railway for wagon loading work is presently 5 hours which may be changed by Railways) as and when wagons are allotted by the Railways as per indents placed by the Company. However this free time may be changed by the railway if any same may be confirm prior to submission of tender.
- 5.27.2 The Co-operative Society shall have to load as many number of wagons as may be provided by the railway authorities.
- 5.27.3 The Co-operative Society shall have to undertake the loading work round the clock as per rules of the Railway. Wagon loading will have to be completed within the free time allowed by the Railways.
- 5.27.4 The Co-operative Society shall load the material from railway Plot along their full widths and lengths.
- 5.27.5 It shall be the responsibilities of the Co-operative Society to ensure that dust/ other foreign material are not loaded in the wagons.
- 5.27.6 It shall be responsibility of Co-operative Society to ensure correct loading in the railway wagons. For the purpose, Co-operative Society shall deploy front end loader fitted with load cell displaying the quantum of loading.

- 5.27.7 In case it is found after weighment at associate weighbridge or alternate associate weighbridge of railway at Sonu railway siding that the weight of some /entire wagons are found excess then carrying capacity then load adjustment shall be done immediately at unloading platform (presently 2 nos. platform provided by railway\_ at Sonu railway siding and excess quantity unloaded at these unloading platform further such limestone again shifted back immediately to concern size platform at Sonu railway siding & in case any penalty imposed by the railway shall be borne by the society itself. Unloading of excess gitti into the wagons shall be carried out by deploying of sufficient labours by Co-operative society. For load adjustment if the rake is pushed back to loading siding than shunting charges / any other charges, if any claimed by railway shall be borne by the Co-operative society.
- 5.27.8 After loading of the material in the wagons &/or weighment of wagons by railways, the Co-operative Society shall be responsible to level the same.
- 5.27.9 It shall be the responsibility of the Society to load the simultaneous/consecutive rakes, if placed and made available by railways at different sidings.
- 5.27.10 It shall be the responsibility of society for loading of correct size material in their respective wagons, strict loading supervision as well as correct assessment of volume of loaded quantities. If any penalties are imposed by Railways, then the same will be recovered from RA bill of society.
- 5.27.11 It shall be the responsibility of society for loading of correct size material in respective wagon. if particular size material got mixed with another particular size material and the rake rejected by the buyer then material cost & freight charges shall be recovered from RA Bill of society.
- 5.27.12 The society shall be taken prior written approval from SBU Head/GGM for carry out the loader loading work excess to the prescribed /tendered loader loading quantity.
- 5.27.13 It shall be the responsibility of the society to carry out volumetric calculation of each railway wagon as per pay load capacity of railway wagons to ensure loading of wagons on correct measurement basis. Society shall also submit certified volumetric assessment report on each rake basis.
- 5.27.14 Any punitive charges imposed by Railway on account of under loading/over loading etc. shall be recovered from the monthly RA bill of society.”

**5.28 REMOVAL OF SPILLAGE WHILE LOADING AND TRANSPORTATION OF MATERIAL:**

- 5.28.1 Removal of spillage occurring on account of truck loading at loading site, transportation of gitti from mines to railway siding, within the mines, on the public road up to the specified unloading point at railway siding Sonu, shall have to carried out by the Society manually/ mechanically.
- 5.28.2 Looking to railways safety the Co-operative Society shall be responsible for daily removal of Limestone that may have spilled over during loading of wagons from the railway track. In case the Co-operative Society fails to remove the mineral, the Company reserves the right to engage any other agency for this purpose and the charges paid to such agency shall be recovered from the Co-operative Society. The Co-operative Society shall ensure that the unloaded material does not spill over to the railway track or cause any jam. If a jam takes place on this account, the Co-operative Society shall be required to clear the same immediately. In case the Co-operative Society fails to clear the jam on rail track at siding as well as on public road from mines to railway siding then the Company may get such jam/spillage cleared through any other agency at the cost and expense of the Co-operative

Society. Any penalty, if levied/charged by the Government Authorities like Railway etc on this account, will be the liability of the Co-operative Society.

**5.29 QUALITY OF PRODUCTS, SERVICES, ETC.:**

The Co-operative Society shall load /transport /unload and/or dispatch the particular material as specified after taking prior permission in writing from the Unit In-charge/officer-in charge of the Company or his authorized representative. In case any wrong material is transported/ loaded and/or dispatched from either of railway sidings to the wrong consignee or destination, then the Co-operative Society shall be responsible for any loss caused to the Company and it shall have to bear all such losses, including the cost of material i. e. prevailing sale price in per MT and any other claim(s).

**5.30 DELIVERY OF MATERIAL & RECEIPT:**

5.30.1 The time allowed for trucks/dumpers to reach from Sanu mine no.1 & 2 weigh bridge to destination Sanu Railway siding is Forty Five minutes & *Thirty minutes respectively*. In case the trucks/dumpers do not reach the destination within the permissible time, the same will have to be separately unloaded at the place as directed by the Engineer in charge or any other authorized officer at the railway siding and **recovery @ Rs. 500/- per truck** shall be made and sampling and analysis of each truck/dumper will be done at Co-operative Society's cost.

5.30.2 The Co-operative Society shall have to deliver the material transported by him/them to the destination at Sanu railway siding under intimation to the Engineer In-Charge/ any other authorized officer at the destination. The Co-operative Society shall have to obtain clear receipt of the material from the staff at destination and submit that with the bills. The Co-operative Society shall prepare a daily statement showing the tipper/dumpers details and weight at mines. This statement should be submitted to Engineer-In-Charge/ Officer authorized by him along with the bills. The bills not supported by such statements shall not be processed for payment.

**5.31 ALLOTMENT OF AREA FOR WORK:**

5.31.1 The co-operative society shall be required to work at the locations given by Engineer-In-Charge in case of loading/unloading at mines/ railway siding. The Engineer-In-Charge shall have a right to stop the work in any part of the area assigned to the co-operative society & asked the co-operative society to work in the alternative area. Decision of Engineer-in-charge shall be final & binding in this regard.

5.31.2 In case it is inevitable and mutually agreed upon shifting of work to other alternate area or stoppage etc. the Company in this regard shall entertain no claim for any damages/losses to the co-operative society.

**5.32 SECURITY & WATCH AND WARD:**

5.32.1 The Co-operative Society shall be responsible under the contract for safety, security, watch & ward etc., of the Company's properties under the possession of the Co-operative Society including, but not limited to, stocks of mineral & mineral products.

5.32.2 The Company shall carry out physical verification of the stocks of mineral & mineral products by Survey & other properties of the Company in possession of the Co-operative Society. Such physical verification shall be carried out first at the beginning of the contract & lastly at the end of the Contract; and also during the contract period at least once in every six month and at such shorter intervals as the

Company may at its discretion decide. The Co-operative Society shall have associated his representatives during such physical verifications. Results of such physical verification shall be binding on the Co-operative Society.

- 5.32.3 The Society shall be responsible for the proper handling of the limestone gitti while in transit and for proper unloading/loading into railway wagons at the railway siding. They shall be liable to make good value of shortage, wastage, pilferage or damage to the limestone gitti in transit etc. on the basis of prevailing sale price. However, handling loss up to maximum of 0.25% of the quantities transported from the mines to Sonu railway siding work shall be permissible. If the transportation losses are more than permissible limit i.e. 0.25%, then RSMML shall recover the cost of excess loss limestone gitti at prevailing sale price. No payment towards handling of such quantity of limestone would be payable for the excess loss.

**Transit loss**

(Closing Stock as per books – Actual Physical Closing Stock)

Quantity transported from mines to railway siding\*

*Quantity as per weight at Company's/notified weighbridge
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- 5.32.4 For the quantity found short at the end of the Contract period, beyond permissible limit as per Clause 5.32.3, recovery for the whole of the quantity found short shall be effected immediately by the Company from the bills/ security of the Co-operative Society on prevailing sale price per MT applicable at FOR Sonu Siding. Further, no remuneration shall be payable to the Co-operative Society for the short quantity for which recoveries are to be effected.

**5.33 MAINTENANCE OF ROAD:**

The approach / access road in the mine for approaching the trucks of the cooperative society for loading of limestone gitty to various C&S plants to weigh bridges and weigh bridges to tar road, up to stack yard & also at railway siding, wherever required, shall be maintained by the Co-operative society at its own cost and in accordance with the provisions of Mines Act.

## **Chapter –4**

### **QUANTUM OF WORK, PERIOD OF CONTRACT, TIME SCHEDULE ETC. COMPENSATION FOR DELAYS, SHORTFALL ETC.**

#### **5.34 APPROXIMATE QUANTITIES OF WORK INVOLVED:**

Quantity of work per annum 32.00 Lac MT tentative (All sizes i.e 10 to 80 mm) with monthly tentative quantity of 2.67 lac MT and tentative quarterly quantity of 8.00 lac MT. Tentative a quantity of 17.00 lac MT per annum is to be transported from Mines-1 & 15.00 lac MT per annum from mines -2.

**Note: -**

- (a) In case it is inevitable to reduce the quantum of work then no claim for any damages/losses to the co-operative society in this regard shall be entertained by the Company.
- (b) The quantity mentioned above is indicative & may change depending upon the requirement of the company.
- (c) The work of transportation and wagon loading and other incidental work shall be carried out as per plan, time schedule and sequence of operation as per direction of the Engineer-In-Charge.
- (d) Sanu limestone mines no. 1 & 2 are located at 12.5 & 8.5 kms from Sonu Railway siding respectively ( one way)
- (e) The company reserves the right to make any alteration/addition in the area for the contracted quantity as above including allotment of work in other alternate areas.
- (f) The Co-operative society shall have to abide by quarterly schedule of work.
- (g) The quantity mentioned in the BOQ to be transported to Sanu railway siding is indicative only, the payment will be made as per actual execution.

#### **5.35 WORK SCHEDULE**

5.35.1 The Co-operative Society shall have to abide by quarterly/ monthly schedule of work and targets, as mentioned in the tender document or as specified by the Officer in-charge(OIC)/Engineer in-charge(EIC) from time to time. The OIC/EIC shall review daily, monthly & quarterly targets of execution as per requirements and limitations of the Company, as the case may be for sale and transport of Limestone Gitti to its customer destination.

#### **5.36 FAILURE TO LOAD/OVERLOADING:**

- i) The rake loading shall have to be carried out within the prescribed time allowed by the railways for this purpose from time to time. Failure to load the rake within the allowed time and /or failure to load any wagons and/or overloading of wagon/s etc shall result in imposition of Demurrage and/or Detention charges and/or Forfeiture of deposit or all of them. All such charges, if imposed/claimed, shall be to the Co-operative society's account and shall have to be borne by the Co-operative Society. In case the Railways penalizes, in any way, if the Penal charges etc. are not paid to the Railways on time then the same shall be recovered from the Co-operative society. In case the Co-operative society fails to load the rake within the prescribed allowed time and if the Railways charge freight on the rake on piece meal basis, then the liability of the excess freight will be borne by the Co-operative society.
- ii) If the Co-operative society fails to load the wagons placed by the railways for a consecutive period of 4 hours or more the Company shall have the right to engage

any other agency at the cost and risk of the Co-operative society for the purpose and the difference in cost of making alternative arrangements for wagon loading, if any, shall be recovered from the Co-operative society. The Company may, at its discretion, also return wagons to railways and in such an eventuality demurrage, penalty, forfeiture charges etc., claimed by the railways shall be borne by the Co-operative society.

- iii) In case the Co-operative society fails to complete the wagon loading work as specified in this tender document the Company will be entitled to recover in full the difference of cost, expenses etc., in making alternative arrangements for completion of the above said loading work through any other agency upto the quantity of work allotted to the Co-operative society, besides taking any other appropriate penal action.

**5.37 ACTION TAKEN BY THE COMPANY IN CASE NON ACHIEVEMENT OF TRANSPORTATION AND/OR WAGON LOADING WORK AS PER THE TARGETS:**

- (i) In case of failure to carry out the work or any part thereof as required or in cases of breakdown of the loader and/or failure to make alternate arrangements, the company shall have absolute right to get the work done by any other agency at the risk and costs of the co-operative society. In case of failure to load material for a continuous period of seven days, the co-operative society shall be responsible and liable for all consequences & costs thereof, including termination of the contract.
- (ii) In case of **failure to perform the work** for a **continuous period of seven days** due to breakdown of machine or any other reason for which the co-operative society is responsible and/or in cases of frequent breakdowns of machine, or in case at any time the performance of the Co-operative society is not found satisfactory, then the company will issue notice, giving seven (7) days to improve the same. If the Co-operative society fails to improve its performance within this period of seven days, then the Company may get the work done by other agency at the cost & risk of the Co-operative society without any further notice.

**5.38 WORKING HOURS:**

The work shall be carried out during such hours as may be directed by the company and may be round the clock. The permission of the Company shall not constitute acceptance of any financial and/or legal liabilities on the part of the company.

**5.39 TIME SCHEDULE FOR:**

**Commencement of awarded work.**

The Co-operative society has to commence the work within a period of 15(Fifteen) **days from the date of issue of Detailed Letter of Acceptance (DLOA).**

**5.40 PERIOD OF CONTRACT:**

- 5.40.1 The period of the contract shall be for 02 (Two) years from the date of issuance of the Detailed Letter of Acceptance (DLOA). The co-operative society has to commence the work within a period of Fifteen **(15) days** from the date of issue of DLOA/ letter of acceptance of the tender. **The company can at its sole discretion**

**extend the contract period for a period of 1 year or as per RTPP Act on same rates, terms and conditions.** Decision of the company in this regard shall be final and binding on the contractor. Further, the company shall not be liable to entertain any claim of whatsoever nature in this regard. This clause shall not in any way affect the operation of the compensation clause 5.41

5.40.2 The above period of two years includes the period of 15 days allowed for mobilization. However, the Co-operative society shall use these days for doing necessary preparatory works and mobilization. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipment, tools, tackles etc.

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

5.40.4 **EXTENSION OF SCHEDULE COMPLETION TIME:**

5.40.4.1 If the co-operative society shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered for reasons beyond his control in execution of work, he shall apply in writing to the Engineer-in-Charge within 10 days of the date of such event, and the Company shall, if in his opinion (which shall be final and binding on the Co-operative society) reasonable grounds exist, authorize such extension of time as may in his opinion be necessary or proper. Whenever the Company grants such extension, this would be without prejudice to the Company's right to take appropriate action under this contract and without additional financial liability on the company.

5.40.4.2 Failure or delay by the Company to provide necessary instructions, or any other delay by the Company due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Co-operative society to damage or compensation thereof, provided, however, that the Company without any financial liability may extend the time for completion of the work by such period as it may consider necessary or proper.

5.40.4.3 The decision of the company as to the need for grant of extension of time to the co-operative society shall be final

5.41 **COMPENSATION FOR SHORT FALL IN THE TENDERED QUANTITY:**

5.41.1 The Company will provide the specific targets on quarterly basis. The quarterly targets shall be given by EIC with due approval of SBU Head & In charge, in line of market demand. The Co-operative society shall have to handle the mineral in accordance with these targets. In case, the quarterly targets are not given in writing to the co-operative society then the targets shall be assumed one fourth of the total annual targeted quantity as mentioned in the contract or any other specified annual quantity given to the cooperative society in writing during the pendency of contract. The Co-operative Society will have to ensure that in case of any shortfall in a quarter, the same shall be made up in the next quarter. Company will be entitled for imposing a pre-determined and agreed **compensation @ 20% of value of the actual short fall in quantity** in one quarter and retain it from the running

bills of the contractor. The retained amount would be released, if the contractor makes up the short fall of that quarter in the immediate next quarter, after meeting the targets of the next quarter.

The compensation will be recovered by way of deduction from the running account bills payable to the co-operative society or any other amount due to the co-operative society. The review of executed quantity for the purpose of calculation of compensation shall be made by maintaining daily stock register for recording opening and closing balance of transported quantity, stock & dispatched quantity of Limestone Gitti at/from Railways siding by EIC/OIC. The annual reconciliation of waiver of compensation on the basis of records of stock register shall be made by the **company**.

- 5.41.2 Besides above, failure of the Co-operative Society to work as per scheduled targets continuously for three quarters, the company will free to get the work done by making alternative arrangements at the risk and cost of the Co-operative Society and also to recover it the full difference of cost of making such alternative arrangements from the bills or security deposit
- 5.41.3 In case of failure to commence the work immediately after completion of mobilization period of 15 days, shall also make the co-operative society liable to pay compensation @ **0.5% of the annual contract value on weekly basis** will be recovered subject to maximum up to 2%. The tendered qty. on pro-rata basis will be considered to calculate annual contract value. In the event the compensation exceeds 2.0% of annual contract value, the company may withdraw the letter of acceptance, terminate the contract & forfeit the earnest money deposit (EMD)/Security Deposit. If delay in commencement of the work for the reasons not attributable on part of contractor/society, then the same shall be waived off by the company on recommendation of Unit duly endorsed by SBU Head & Inchrge.
- 5.41.4 In case the Co-operative society fails to complete the entire work within scheduled time from the date of letter of acceptance/ DLOA of tender, it shall be liable to pay 1.5% (one point five percent) of the total value of the short fall as compensation in addition to the compensation mentioned at above para. (Value of shortfall shall be calculated by multiplying applicable rate as on the scheduled date of completion of contract by that much of shortfall quantity with respect to the scheduled quantity of contract)
- 5.41.5 The said amount of Compensation shall be payable by the co-operative society to the company forthwith on first demand without any demur or protest and without there being any proof of the actual loss or damages caused such delay/breach. The company at its sole discretion shall be justified to adjust such damages against the security and/or running and/or final account bills or any sum due or will become due with the company on account of any work of the Co-operative society and the Co-operative society shall be bound by such decision of the Company. The above recoveries will be without prejudice to the other right and remedies available in the contract.
- 5.41.6 The shortfall of one quarter is to be made up in next immediate quarter, [the next immediate quarter is termed as second quarter for the purpose of understanding the clause].
- 5.41.7 In addition to above, if targeted /annual scheduled quantity is not achieved by the co-operative society due to any reason beyond the control of the co-operative society, the annual schedule may be modified and/or completion time may be extended by the company. Compensation for shortfall will be recovered based on such revised target. Decision of the company, whether a particular reason for failure

to achieve the target is beyond the control of co-operative society, shall be final and binding on the co-operative society.

- 5.41.8 The company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the co-operative society and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.
- 5.41.9 The compensation so paid/and/or adjusted by the company shall not relieve the co-operative society from his/its obligations to complete the work under the contract or from any other obligations and liabilities under the contract.
- 5.41.10 It shall be the responsibility of the society to carry out the work in accordance to scope of work. If, co-operative society fails to execute the work which causes generation of stock at C&S Plant and reasons of stock generation attributable to society i.e. poor deployment of trucks, then penal amount of Rs. 5,000/- per crusher per shift shall be recovered from society monthly RA bill subject to frequency more than three times in a particular month. This will be in addition to compensation applicable as per clause 5.41.1.

**5.42 RIGHT TO REVIEW PERFORMANCE:**

- 5.42.1 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 right and discretion may take appropriate action including termination of the contract.
- 5.42.2 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 co-operative society from the security deposit or any sum due to the co-operative society 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 co-operative society, in case, the co-operative society fails to perform the work continuously for more than 3 (three) days.

**5.43 RISK & COST:**

The company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the co-operative society for non-fulfillment of the contractual obligations with regard to the scope of work and transportation and/ or loading etc.(work) of specified quantity within the scheduled /specific time period. The work can be completed by engaging third party at the risk and cost of the co-operative society.

**5.44 RECOVERY OF DEAD FREIGHT & PENAL FREIGHT:**

- 5.44.1 Railway is having its own electronic in-motion associate weighbridge and/or alternate associate weighbridge for Weighment of rakes loaded from Sanu railway station in order to issue certified RR by the Railways. As per extant railway rules, punitive charges on account of over load found & penalty thereof, if any imposed by the Railways at associate weighbridge, alternate associate weighbridge, en-route weighbridge and /or destination weighbridge, as the case may be, the same shall be recovered from the running bills of the Co-operative Society as the case may be. Apart from above, dead freight arising out of difference in chargeable weight and

actual weight, as per RR or else, shall also be recovered from the running bills of the co-operative society as the case may be.

- 5.44.2 Wherever dead freight is recovered from the Co-operative society due to less loading pointed by the Railways at associate weighbridge, alternate associate weighbridge, en-route weighbridge and /or destination weighbridge, as the case may be, then apart from recovery of dead freight, no remuneration shall be payable on such less quantity of loading.

## **Chapter-5**

### **PROCEDURE FOR MEASUREMENT OF WORK QUANTUM OF WORK DONE BY THE CO-OPERATIVE SOCIETY**

#### **5.45 BASIS OF MEASUREMENT FOR TRANSPORTATION PART:**

- 5.45.1 The basis of measurement for the quantity of material transported by the Co-operative Society shall be the Weighment of the material at the Company's Weighbridge no. (2/5/3/4) at mine or at other Weighbridge Notified by the company.
- 5.45.2 The Co-operative Society shall depute his authorized representative at the time of Weighment of material at specified locations at all the weighbridges of Sanu mines in each shift working. Above representative deputed at weigh bridge no.2 shall also act as supervisor for issuing the gate passes to all vehicles permitted by the Co-operative Society for taking load from various C&S Plants at mine no.1&2 in all working shifts. It will also monitor and deployment the fleet movement to various plants as per requirement. In absence of representative of the Co-operative Society company may deployed the person at the risk and cost of Co-operative Society. In absence of representative of the Co-operative Society the work will not be stopped and the measurement so taken shall be final and binding to the Co-operative Society.

#### **5.46 BASIS OF LOADED QUANTITY IN RAILWAY WAGON:**

The basis for the quantity loaded into railway wagons shall be actual quantity as measured at electronic in-motion associate weighbridge, alternate associate weighbridge, en-route weighbridge and /or destination weighbridge, as the case may be, for rakes loaded from Sonu railway station to customers.

#### **5.47 WAGON LOADING BY MECHANICAL LOADER FITTED WITH LOAD CELLS:**

The Co-operative Society shall ensure that the loading of the material done with the help of front end mechanical loader fitted with sensitive load cells which displays loaded quantity. The loading of wagon should be commensurate to the permissible / chargeable capacity of wagons as declared by the railway from time to time as per Railway Rules. There should not be any under loading or over loading of wagons.

In case railway weighbridge at Sonu siding is non operative, the Co-operative Society shall ensure that loading of the material is done strictly as per permissible carrying capacity of each wagon. The contractor will give the indicative mark of load line based upon volume to weight conversion factor and the responsibility of correct loading will rest with Co-operative Society.

#### **5.48 SURVEY AT RAILWAY SIDING:**

- 5.48.1 Before commencement of work by the Co-operative Society at the specified railway plots, survey of those plots, to assess the quantity of material lying (loose as well as compacted) at the siding, are required to be taken where he is going to unload the material and loading the same into the railway wagons.

- 5.48.2 On completion of the works, final survey shall be carried out in the similar manner.
- 5.48.3 Besides this, survey shall also be carried out on half yearly basis &/or at any other specified intervals by the Engineer-In-Charge.
- 5.48.4 During such survey Co-operative Society shall depute his authorized representative. In absence of representative of the Co-operative Society the survey shall be carried out and the measurement so taken shall be deemed final and shall be binding to the Co-operative Society. The Co-operative Society shall also provide to the Company - all Labour, material and other facilities, as necessary free of cost for the proper checking of lay out and inspection of the points during the progress of work.

#### **5.49 DETERMINATION OF VARIOUS PARAMETERS**

For the purpose of this contract the determination of following parameters as done by the Company or its authorized representatives shall be taken & treated as final and shall be binding on the Co-operative Society.

- 5.49.1 Chemical & Physical analysis of Limestone gitti etc., to determine purities/ grade etc.
- 5.49.2 Determination of volume to weight conversion factors and marking of loading lines on the wagons.
- 5.49.3 Size determination of the gitti, etc., including percentage of oversized & undersized material.
- 5.49.4 Weight of material dispatched in trucks Tippers/dumpers as determined at Company's weigh bridge/ any other weighbridge notified by the Company.
- 5.49.5 Stock of mineral at the beginning of the Contract, during the period of the contract & at the termination of the contract at railway siding/ plots at Sonu Rly. Siding.
- 5.49.6 Any other parameter whose determination may be required in terms of this contract.
- 5.49.7 The Co-operative Society, if it so desires, can associate its representatives during the determination of these parameters by the Company.

## Chapter - 6

### PAYMENTS TO THE CO-OPERATIVE SOCIETY & CERTIFICATES

#### 5.50 CO-OPERATIVE SOCIETY'S REMUNERATION:

- 5.50.1 The remuneration to be paid by the Company to the Co-operative society for the entire/whole of the work to be done and for the performance of all the obligations undertaken by the Co-operative society under the contract documents shall be ascertained by the application of the applicable contract rates and payments to be made accordingly for the work actually executed, weight recorded in as per weighment on the company's weighbridge at Sanu Mines and approved by the Engineer In-charge. The sum as ascertained shall constitute the admissible remuneration of the Co-operative society under the contract. The Co-operative society shall not be entitled for any other payments, except as provided in the contract for execution of work as per tender conditions.
- 5.50.2 The rates quoted and accepted by the co-operative society shall remain firm, fix and binding during the currency of the contract period including extended period as mentioned in tender document. Rates shall be deemed to include and cover all cost, expenses and liabilities of every description and all risk of every kind to be taken in executing completing and handing over the work to the company by the Co-operative society. The Co-operative society shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely provide those. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Co-operative society, although the same may not be shown on or described specifically in contract documents.
- 5.50.3 Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates shall be deemed to include and cover the cost of all equipment, temporary works, materials, Labour, insurance, fuel stores, and appliance to be supplied/deployed by the Co-operative society and all other matters in connection with each item in the schedule of quantities and the execution of the work or any portion thereof finished/completed in every respect and maintained as shown or described in the contract documents.
- 5.50.4 The schedule of rate/ agreed rates or contract rate or rate of remuneration shall include and cover the cost of all inputs for the works or otherwise incorporated in or used in connection with the works, also all rents and other payments in connection with obtaining diesel, lubricants, materials of whatsoever kind for the works and shall include an indemnify to the company which the co-operative society hereby gives against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on the works of any such articles/processes or materials, other municipal or local board charges, fees, cess, if levied on materials equipment or machinery to be brought to site for use of work, shall borne by the co-operative society.
- 5.50.5 The co-operative society shall also obtain and pay for all permits or other privilege necessary to complete the work.
- 5.50.6 The schedule of rates or contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Co-operative society's conduct of work which occur from any cause including orders of the Company in the exercise of his/its powers and on account of extension of time granted due to various reasons and

for all other possible or probable cause of delay/s in execution of this work by the co-operative society. The Co-operative society shall not be entitled to raise any claim and/or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares, statutory or otherwise on any other ground or reason of accounts whatsoever.

## **5.51 BASIS OF PAYMENT:**

The work of transportation and wagon loading is going on and the existing society is expected to leave some stock at railway siding at the time of expiry of its contract period, which will be the opening stock for this contract. Therefore, the basis of payment shall be as follows;

### **5.51.1 Initial bill**

5.51.1.1 Remuneration of item no. C and D of Clause 5.22.9, for the quantity of opening stock, subject to the loading of this quantity into railway wagons. The loadable stock of material at Rly. Plots handed over to the Co-operative Society at the beginning of the contract shall be measured & determined through joint survey by the Company in association with the Co-operative Society. The Society has to load this material in the wagons provided by Indian Railways through RSMML and company shall pay remuneration @ 30% of the awarded rate in DLOA for this quantity

5.51.1.2 In case the quantity dispatched (from the siding) in this period is in excess to the quantity of opening stock, then the remuneration for the complete work done shall be payable, applicable to the such quantity only, which is equal to the quantity mentioned in the **RR minus** the quantity of opening stock.

### **5.51.2 Running bills**

5.51.2.1 For the work of Loading of limestone gitti from various stacks by loaders into Tippers/dumpers deployed by contractor (Society) /Company's authorized customers at Company's Sanu- 1 & 2 Limestone Mines, Distt. Jaisalmer; a fix rate @ Rs 30/- PMT shall be paid by RSMML under this tender during the total period of the contract. No payment shall be made for the limestone loaded from hoppers through gravity loading.

5.51.2.2 For composite payment of the work mentioned in item no. B, C and D of clause 5.22.9, the actual/ permissible carrying capacity weight mentioned in the RR (as is applicable) shall be considered for the payment.

5.51.2.3 Deduction on account of the Dead freight/ penal freight, if any made by railway or customers, will be recovered from the current running bills.

### **5.51.3 Final bill**

The payment of final bill for the actual quantity of work performed by the Society shall be made after closing of the contract subject to Clause 5.61. For the purpose of assessment of actual quantity of work performed by the Society, following criterion shall be considered.

5.51.3.1 The quantity of material handed back by the Co-operative Society at the end of the contract period shall be measured & determined by the Company through joint

survey in association with the Co-operative Society. Company shall pay remuneration @ 70% of the awarded rate in DLOA (escalated / de-escalated) , for this quantity

## **5.52 ARRANGEMENT FOR DIESEL**

The Co-operative society has to make its own arrangements for Diesel procurement and storage. The Co-operative society has to obtain requisite statutory permission/clearances from the respective Government Authorities, at its own cost. However, company may on the request of the co-operative society allot the land in the mine premises for purpose of installation of Diesel Dispensing Pump subject to the condition that the contractor shall use the Diesel from that DD pump exclusively for the purpose of the contract.

Diesel escalation/de-escalation shall be payable/ recoverable as per diesel escalation/de-escalation clause specified elsewhere in the tender.

## **5.53 TERMS OF PAYMENT (BILLING):**

5.53.1 The Co-operative Society will be eligible to receive its remuneration from the Company in respect of the complete work done by it as per details given in scope of work on monthly (calendar) basis for the work completed (wagon loaded would mean here work completed), within 15 days of receipt of their duly verified running account bill in triplicate for such quantity only as is actually dispatched from time to time. The co-operative society will also require to submit following details along with the bill as under:

5.53.1.1 The bills should be supported with details of each truck along with rawana number, vehicle number and in-out time respectively on daily basis with a daily statement of transportation carried out, as mentioned at clause 5.30 and/or Wagon loading statement date wise and RR wise details above and submit the same to the Engineer-In-Charge.

5.53.1.2 The bills should be supported by documentary evidence for deposition of Goods & Service Tax (GST) to concerned authority for the work carried out for work detailed at Price Bid Form -6 and submit the same to the Engineer-In-Charge along with the bill for payment.

5.53.1.3 Attendance sheet of the previous months of the members actually deployed at mines by the Co-operative Society under the contract. The details of the profit share in the respective period against the concern member should be clearly shown.

5.53.1.4 Abstract and detailed statement of weighment for the various items executed during a month.

### **Note:**

- a) No payment shall be made for any other ancillary work/ etc. i.e. for the work not mentioned in the Performa of the price bid
- b) No advance against un-dispatched stocks shall be payable to the Co-operative Society.

#### 5.54 RATES:

The **agreed rates** shall be on the 'firm price' basis during pendency of the contract and the Co-operative society shall not be eligible for any escalation, except as mentioned in the tender document.

#### 5.55 ESCALATION/ DE-ESCALATION:

##### 5.55.1 On account of Price Variation in retail price of Diesel

Provided that in the event that there being variation in respect of the High Speed Diesel, w.r.t. the frozen diesel price mentioned in this tender document based on retail price of HPCL/ BPCL prevalent at Ramgarh for Sanu railway siding. The company shall pay/recover the amount of such escalation/de-escalation to/from the co-operative society based on the dealt hereunder.

Frozen diesel rates at Ramgarh	Rates of HPCL/BPCL Diesel is Rs 99.28/99.32 per liter (as on dated 23.06.2026)
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The diesel escalation/de-escalation for transportation and wagon loading work will be computed based on a notional consumption of **0.50** litre HSD per tonne on the material loaded into wagons as per weight mentioned in Certified RR issued by railways during the respective month.

##### Formula

Escalated/ de-escalated amount = RR quantity x ( revised price of HSD- frozen rate of HSD) x 0.50

##### Note:

1. The sale price applicable on 1<sup>st</sup> of every month will be considered as prevailing price of diesel. For the calculation of escalation/de-escalation, the retail price of diesel of HPCL/ BPCL applicable for Ramgarh for Sanu railway siding shall be considered.
2. The Diesel escalation/de-escalation shall be payable/recovered on monthly basis, in the subsequent month's running bill.
3. For the purpose of diesel escalation Co-operative Society have to submit the attested copy of Diesel price list from for Ramgarh, on daily basis along with the bill for claiming diesel escalation, for Sonu railway siding.
4. No escalation shall be payable on the opening stock at railway siding. However, the escalation/de-escalation on closing stock the applicable rate of HSD of previous month shall be applicable.

##### 5.55.2 **Other escalation:**

Apart from above no other escalation/de-escalation on whatsoever ground shall be payable to the Co-operative society during the currency of the contract.

##### 5.55.3 **VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:**

Any fresh imposition/withdrawn/variation in statutory duties, taxes or levies, made after the last date of submission of bids will be reimbursed to contractor or

recovered by the Company as the case may be. The reimbursement to/recovery from the contractor will be made against supporting documents for only such taxes/ duties/ levies that are directly applicable to the contract and is applicable/ affected on his running bills.

**5.55.4 Goods & Service Tax (GST):**

- i. The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other Levis and duties, as applicable on this contract (up to last date of submission of bid).
- ii. The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii. Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv. In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- v. If GST is made applicable on price of diesel by Government in future, the diesel escalation shall be calculated on the rates to be arrived at, keeping in view of tax variation clause as mentioned in the tender and provision of notification on applicability of GST on diesel as published by the Government and input tax credit, if any on diesel shall be passed to company.

**5.56 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS AN ADVANCE:**

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, rejected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the co-operative society, nor shall it conclude, determine or affect in any way the rights/powers of the company unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the co-operative society within **75 (Seventy-Five) days = (60+15=75) days** from the date of his request for the completion certificate of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the co-operative society.

**5.57 PAYMENT OF CO-OPERATIVE SOCIETY'S BILL:**

Unless otherwise specifically provided, running account payment (progressive payment) will be made to the co-operative society by the company keeping in view the quantum of work done and measured, approved and certified as aforesaid. Company shall be entitled to deduct Income Tax & such other taxes at source from the bills of

the co-operative society as may be required by any department of State/ central Govt. or any other statutory body including advances paid to the Co-operative society. The Co-operative society, on submitting the bill for the work done, is entitled to receive a monthly payment subject to approval and passing of the same by the Engineer-In-charge. The Company shall make payment due to the Co-operative society by RTGS. In all cases, the Co-operative society shall present his bill duly *pre-receipted* on proper revenue stamp.

**5.58 RECEIPT OF PAYMENT:**

Receipt for payment made must be signed by a person duly authorized holding power of attorney in this respect on behalf of the co-operative society.

**5.59 WITHHOLDING PAYMENT TO CO-OPERATIVE SOCIETY AND COMPANY'S LIEN ON MONEYS DUE TO THE CO-OPERATIVE SOCIETY:**

5.59.1 Progressive payment at any time may be withheld or reduced, if, in the opinion of the company the Co-operative society is not diligently and efficiently endeavoring to comply with the terms of the contract if the Co-operative society fails to pay his Labour, for material and other bills as they become due. The company shall in no way be responsible for such withholding of payments.

5.59.2 The company shall have lien on all amounts that may become due and payable to the Co-operative society under this or any other contract or transaction of any nature whatsoever between the Company and the Co-operative society and the security deposit, bank guarantee etc. furnished by him under the contract for or in respect of any debit or sum that may become due and payable to the Company by the co-operative society either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the Company and the Co-operative society, unless the co-operative society pays and clears the claim in full immediately on demand in cash to the company.

**5.60 CLOSING OF THE CONTRACT:**

5.60.1 Within **75 (Seventy-five) days** of the completion of the work in all respects, as defined in the contract document, the Co-operative society shall be required to obtain from the Engineer-In-Charge completion certificates as to the completion of work and clearing of the areas where he has worked for of all rubbish, dirt, rock overburden, materials, structures etc.

5.60.2 If the co-operative society shall fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the co-operative society remove such rock surplus material and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and Co-operative society shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock material or surplus material as aforesaid except for any sum actually realized by the sale thereof.

**5.61 APPLICATION FOR COMPLETION CERTIFICATE:**

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

required by the Engineer-In-Charge for his satisfaction, are required to be submitted to the Engineer-In-Charge.

- i) Details of item-wise quantum of work completed by the co-operative society.
- ii) Three sets of calculation sheets (back up papers) thereof.
- iii) Weighment statements from the concerned department of company.
- iv) A certificate to the effect that no outstanding claims/ payments are due to the persons employed by the co-operative society or his sub-co-operative society.
- v) Details of PF deposited by the co-operative society.
- vi) No claim certificate by the co-operative society, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- vii) Notarized Indemnification Bond on **Non-Judicial stamp paper of appropriate value.**

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

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

## **5.62 FINAL CERTIFICATE:**

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

## **5.63 FINAL PAYMENT AND RELEASE:**

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

- 5.63.2 All prior certificate quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in Final Certificate.
- 5.63.3 No claim shall be made or be filed by the co-operative society and the company shall not be liable to pay any money to the co-operative society, except as specially provided for in the contract. Acceptance by the co-operative society of the final payment as aforesaid shall operate as estoppels and shall be, a release to the Company from all claims and liability to the co-operative society in respect of anything done or furnished by the co-operative society for or in relation to the work, or in respect of any act or omission of the company or the Engineer-in-charge or any other person relating to or effecting the work.
- 5.63.4 Final payment including the security deposit will be released to the co-operative society only on furnishing the Final Certificate by him/ it within one month.

## Chapter-7

### UNDERTAKING

#### UNDERTAKING:

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

For and on behalf of the tenderer

Dated-----

Place-----

Signature of tenderer  
with seal

## LETTER OF SUBMISSION OF TENDER

FROM

DATE: ----

M/s \_\_\_\_\_

To,  
**The Group General Manager (Contract),  
 Rajasthan State Mines & Minerals Ltd.,  
 4-Meera Marg,  
 Udaipur-313001 (Rajasthan).**

**Sub:** Tender for Loading of Limestone Gitti of Various sizes into Tippers/ Dumpers from Crusher Hopper (s) and different stacks lying at Company's Sanu Limestone Mines (Mine No.-1 &2), Distt. Jaisalmer, its transportation from Mines to Railway Siding at Sonu railway station, and its unloading & proper stacking etc, watch & ward and mechanized loading of Limestone Gitti into Railway Open Wagons using Front End Loaders etc.

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby-tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above-mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quote by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my /our part. I/We shall pay compensation to the Company as per the provisions and stipulated as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of crossed Demand Draft in favour of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

DD No.	Date Name and Address of Bank	Amount
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5. In the event of acceptance of our tender, I/ We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposit, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/We enclose documentary proof of all requisite document as specified in the tender document.
7. I/We am/are fully aware of the statutes/ laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.

8. I/We hereby confirm that Price Bid (Part-II) of the tender contains no stipulation.
9. I/We agree to accept the decision of the company in respect of pre-qualification of my/our offer.
10. I/We hereby declare that the decision of the RSMML management in selection/rejection of the tender/co-operative society shall be acceptable and binding on me/us.

Date, The \_\_\_\_\_ day of, \_\_\_\_\_ 20...

**Signature of tenderer/(s)  
with seal**

Witness

Name in Block Letters: \_\_\_\_\_

Full Address \_\_\_\_\_

**CHECK LIST TO BE ENCLOSED WITH ‘TECHNO-COMMERCIAL (PART-I) BID’**

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

Name of Tenderer \_\_\_\_\_

The Check List should be submitted along with TECHNO-COMMERCIAL (PART-I) BID’ in the proforma given below: -

1.0	Name of tenderer	
2.0	Address for Communication with the tenderer.	
2.1	Complete Postal Address	
2.2	Telephone No., FAX No., E. Mail, Mobile no.	
3.0	Status of tenderer: (Please Tick)	
3.1	Individual	
3.2	Proprietorship Firm: Attach duly attested affidavit in support of your status.	
3.3	Partnership Firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested)	
3.4	Co-operative Society registered under RAct- Attach duly attested copies of Registration Certificate, Bye laws, list of Members & list of Managing Committee	
3.5	Private Limited Company, Attach duly attested list of Directors & copies of Registration Certificate, Memorandum and Articles of Association. In case of Limited Companies, the Article of Association & Memorandum of Association are needed with special indication that the said Article of Association & Memorandum of Association allow the Company to take subjected contract work and it is not ultra virus.	
3.6	Public Sector Undertaking (Attach supporting documents duly attested)	
3.7	Others (Please specify) – Attach duly attested supporting documents.	
4.0	Power of Attorney/ Board Resolution in favour of the authorised representative signing the tender.	Enclosed/ Not Enclosed
5.0	Turn over during last financial years.	
5.1	2022-23	
5.2	2023-24	
5.3	2024-25	
	2025-26	
5.4	Whether Enclosed duly attested copies of Audited balance sheets & P&L accounts of above financial year.	Enclosed/ Not Enclosed
6	Others (Specify) (Also enclose a brief resume).	
7	Details of concurrent commitments	
8	Acceptance of tender terms & conditions	
9	Whether the tenderer has accepted the terms and conditions of this tender by signing on each page of this tender.	Yes/ No.
10	Whether the tenderer has proposed any addition/ modification/ deviation to the terms & conditions of the	Yes / No. Note: If yes, please provide details

	tender.	as per Exceptions and Deviations statement
11	Proposed site organization	
12	Goods & Service Tax Registration No.	
13	Registration No. Of Cooperative Society	
14	List of trained & experienced Technical persons employed with the co-operative society showing their qualification and experience.	
15	Any other relevant information about the tenderer.	
16	Affidavit on non-judicial stamp paper that tenderer is not having or had any litigation with the Company, if any, give details.	Yes/ No
17	Details of Earnest money deposited	No. & Date Name of Bank Payable at
18	Undertaking that we have not enclosed any additional condition and or deviations from the tender conditions alongwith "Price Bid". If any such additional condition and/or deviation is found enclosed with the "Price Bid" then it may be treated as withdrawn from our side.	
19	Action plan regarding acquiring/getting requisite machinery for successful execution of the entire work	
20	PAN no.	
21	Here it is confirmed that the retail price of diesel HPCL /BPCL Ramgarh i.e. Rs 99.28/99.32 per liter	
22	Registration Details of MSMED	
23	Undertaking at Annexure VII with respect to carry out the work under this tender by co-operative society only, already formed or shall be formed by the Tenderer.	Yes/No

Note-

1. If the above documents are not uploaded while submitting the tender, then the tenderer may not be considered technically eligible and its Price Bid may not be opened, and for which, the Tenderer itself will be responsible. Company is not bound to ask the tenderer to submit the left out details, if any, after submission of tender on due date.
2. Before uploading the document read carefully the tender document conditions/ stipulations and enclose the requisite documents only.
3. Photocopies of the documents shall be attested by the gazetted officer or Notary public.

Date: -----

Place-----

Signature of tenderer/s  
with seal

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

**DETAILS OF PRESENT COMMITMENT, if Any**

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

Name of Tenderer \_\_\_\_\_

S. No.	Name of Organization for whom worked & Work order No. with date	Name of work & order no.	Quantity of work	Period from To	Value of work	% of completed work (in terms of value as well as qty.)	Likely Date of completion	Period of delay (if any)	Remarks

Signature of tenderer/(s)  
with seal

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

**EXCEPTIONS AND DEVIATION**

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

Name of Tenderer \_\_\_\_\_

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

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

Signature of tenderer/(s)  
with seal

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

**PROPOSED SITE ORGANISATION**

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

Name of Tenderer \_\_\_\_\_

The Tenderer is to indicate herewith-proposed site organization, indicating the number of persons along with their role & responsibilities, which he proposed to set up for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Engineer-In-Charge.

Signature of tenderer/(s)  
with seal

**(To be submitted online only in the prescribed BOQ format available for downloading on <https://eproc.rajasthan.gov.in>)**

**Performa of PRICE BID'**

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

This part of tender should contain the 'PRICE BID' and **SHOULD BE SUBMITTED ONLINE ONLY, STRICTLY IN PROFORMA OF BOQ: -**

Name of Tenderer:-.....

Sl No.	DESCRIPTION	Total tendered Quantity (tentative)	(Rate) Rs per MT	Total
1	Loading of Limestone Gitti of Various sizes into Tippers/ Dumpers from Crusher Hopper (s) and different stacks lying at Company's Sanu Limestone Mines (Mine No.-1 &2), Distt. Jaisalmer, its transportation from Mines to Railway Siding at Sonu railway station, and its unloading & proper stacking etc, watch & ward and mechanized loading of Limestone Gitti into Railway Open Wagons using Front End Loaders etc. as per scope of work of tender document.	64 lakh MT		Rates to be quoted online in the prescribed BOQ format only.

**NOTE:**

1. The rate quoted will be inclusive of all taxes, duties, levies etc but exclusive of Goods & Service Tax-
2. The rates will remain firm & fixed, except on account of escalation/de-escalation due to change in diesel rate & variation in statutory taxes & duties as per respective clause under the tender.
3. The retail price of diesel of HPCL/BPCL at Ramgarh i.e. Rs 99.28/99.32 per liter.
4. For the work of **Loading of limestone gitti from various stacks by loaders** into Tippers/dumpers deployed by society /Company's authorized customers at Company's Sanu- 1 & 2 Limestone Mines, Distt. Jaisalmer; **a fix rate @ Rs 30/- PMT shall be paid** by RSMML under this tender, which will remain same /unchanged during the total period of the contract.

Dated: -----

Place: -----

**Signature of tenderer/s**

(To be typed on Non Judicial stamp paper of Rs. 100)

**UNDERTAKING**

I.....age.....years, resident of.....as a proprietor/Partner/Director (as case may be) of M/s..... (name of tenderer), here by undertake that I shall become a member of the Co operative Society, which shall be formed as per terms of tender incase work is awarded against the e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

Place:

Date

**Signature with seal**

**Name**

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by Public Sector bank / Private Sector Bank / AU Small Finance Bank Ltd.( as per list annexed with tender) having its Branch at Jodhpur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/-)

B.G. \_\_\_\_\_

Dated 00.00.....

This Deed of Guarantee made between \_\_\_\_\_ a Public Sector bank / Private Sector Bank / AU Small Finance Bank Ltd.( as per list annexed with tender) , having its registered office at \_\_\_\_\_ and its head office at \_\_\_\_\_ and wherever the context so required include its successors and assignees ( hereinafter called the Surety/ Bank) AND Rajasthan State Mines & 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 include its successors and assignees (hereinafter called the Co-operative society) from the demand under the terms and conditions of letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Co-operative society and agreement dated \_\_\_\_\_ entered into between RSMML and M/s \_\_\_\_\_ (co-operative society), hereinafter called ' the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provisions thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/ agreement on production of unconditional and irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) being equivalent to \_\_ % of Contract value of Rs. \_\_\_\_\_.

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 co-operative society of any terms and/or conditions contained in the Letter of Acceptance/ Agreement. The decision of the Company, as to any such breach having been committed and loss/ damage suffered to shall be absolute and binding on us.
2. We, \_\_\_\_\_ (Bank) do hereby undertake without any reference to the Co-operative society or any other person and irrespective of the fact whether any dispute is pending between the Company and the Co-operative society of the fact whether any dispute is pending between the company and the Co-operative society 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 co-operative society of any of the terms and condition contained in the said Letter of Acceptance/ agreement by reason of the said co-operative society's failure to perform the covenants contained in said letter of Acceptance/ agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We, \_\_\_\_\_ (Bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharges or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ agreement have been fully and properly carried out by the said co-operative society and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before .....( scheduled completion date plus six months), the bank shall be discharges 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 Co-operative society 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 Co-operative society 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 co-operative society. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Head of SBU&PC-Limestone or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_ (Bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ agreement or to extent time of performance by the said Co-operative society 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 co-operative society and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said co-operative society or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Co-operative society 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 co-operative society or ourselves or liquidation or winding up or dissolution or insolvency of the co-operative society not shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or there with 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. 00/-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 co-operative society and this guarantee shall be in addition to any such guarantees.
8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur Courts in the state of Rajasthan alone shall have jurisdiction.

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

## UNDERTAKING

(To be typed on Non Judicial stamp paper of Rs. 100)

e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

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

Signature of Tenderer (s)

(Authorised Signatory)

With seal

Place:

Date:

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

### **Compliance with the Code of integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

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

### **Conflict of Interest:**

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

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

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

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

**(1) Filing an appeal**

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

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

**(4) Appeal not to lie in certain cases**

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

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

- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No. .... of .....  
Before the .....(first/second Appellate Authority)

1. Particular of appellant:
    - (i) Name of the appellant:
    - (ii) Official address, if any:
    - (iii) Residential address:
  2. Name and address of the respondent(s):
    - (i)
    - (ii)
    - (iii)
  3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
  4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
  5. Number of affidavits and documents enclosed with the appeal:
  6. Ground of appeal :  
.....(Supported by an affidavit)
  7. Prayer:  
.....
- Place .....
- Date .....
- Appellant's Signature

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

**2. Procuring Entity's Right to Vary Quantities**

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

(To be typed on Non Judicial stamp paper of Rs. 50/-)

**UNDERTAKING**

I.....age.....years, resident of.....as a proprietor/Partner/Director (as case may be) of M/s..... (name of Tenderer), here by undertake that I shall become a president/secretary/treasurer in order of the Co operative Society, which shall be formed as per terms of tender incase work is awarded against the e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

OR

I.....age.....years, resident of.....as a proprietor / Partner/ Director (as case may be) of M/s..... (Name of Tenderer), here by undertake that I shall become a president/secretary/treasurer in order of the Co operative Society which is already formed in the name of M/s..... and shall work under this name as per terms of tender incase work is awarded against the Ref: e-Tender No. RSMM/ CO / GGM (Cont)/Cont-10/2026-27 dated 23.06.2026

It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

Place:

Date  
Signature with seal  
Name

**Note**-Strike through whichever is not applicable.

**PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT**

(To be issued by Public Sector bank / Private Sector Bank / AU Small Finance Bank Ltd.( as per list annexed with tender) having its Branch at Udaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/-)

B.G. No. \_\_\_\_\_

Dated \_\_\_\_\_

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

Whereas the company having agreed to furnish BG for EMD from M/s \_\_\_\_\_ a company/ partnership firm \_\_\_\_\_ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer' ) from the demand under the terms and conditions of tender no RSMM/CO/ GGM(Cont)/Cont-..... For Loading of Limestone Gitti of Various sizes into Tippers/ Dumpers from Crusher Hopper (s) and different stacks lying at Company's Sanu Limestone Mines, Distt. Jaisalmer, its transportation from Mines to Railway Siding at Jaisalmer Railway Station, and its unloading, stacking, watch & ward and mechanized loading of Limestone Gitti into Railway Wagons using Front End Loaders etc.(hereinafter called 'the said Tender) of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. ....

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

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

- (iii) We, \_\_\_\_\_ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before ....., the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GGM(Cont.) shall be deemed to be sufficient demand under this guarantee.
- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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 Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer
- (v) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs. .... is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (ix) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under Power of Attorney date \_\_\_\_\_ granted to him by the Bank.
- (x) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction

**IN WITNESSETH I, hereby \_\_\_\_\_, son of \_\_\_\_\_ (designation) \_\_\_\_\_ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which being issued on non-judicial stamp as per Stamp Act Prevailing in the state of Rajasthan, executed on this date \_\_\_\_ of \_\_\_\_\_, 20...**

## List of Scheduled Commercial Banks (SCBs) acceptable for issuance of Bank Guarantee

**List of Scheduled Public Sector Banks**

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

**List of Scheduled Private Sector Banks**

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