RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

e- BID DOCUMENT

for the work of

Hiring Services for providing Comprehensive Architectural, Structural, and MEP Design for the Construction of a New Administrative Building for SBU & PC Rock Phosphate at Jhamarkotra Mines, Udaipur

e-Bid No. RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dated 14.08.2026

Issued by
Group General Manager (Contracts),
Corporate Office,
RSMML, Udaipur

Cost of Non-Transferable
Bid Document (including GST) : Rs 590/-

Date of downloading of Bid: From 14.08.2026 to 15.09.2026 up to 1.00 pm

Last Date of submission of online Bid : 15.09.2026 up to 3.00 pm

Date of online opening of Techno-commercial Part: 16.09.2026 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)2428743,2414396,
Fax :0294- 2428768,2428739

SBU & PC - Rock Phosphate,
Jhamarkotra Rock Phosphate Mines, Post: Jhamarkotra - 313015, UDAIPUR
Phone: 0294-2342441-45FAX: 0294-2342444

RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)
Corporate Office : 4- Meera Marg, Udaipur – 313 001,
Phone : 0294-2427177,2428763-67, fax 0294-2428768,2428739
Email:- contractsco.rsmml@rajasthan.gov.in

Ref. no :- e-Bid No. RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dated: 14.08.2026

DETAILED E-NOTICE INVITING BID

Bids are invited for following work from reputed Architects / Architectural Consultants through www.eproc.rajasthan.gov.in :-

Brief Description	Estimated cost of main construction work (Excl. GST)	Estimated value of this consultancy contract	EMD (in Rs.)
Hiring Services for providing Comprehensive Architectural, Structural, and MEP Design for the Construction of a New Administrative Building for SBU & PC Rock Phosphate at Jhamarkotra Mines, Udaipur	Rs.388.00 lakh	Rs.7.76 lakh	15,500.00
Cost of bid document is Rs. 590/- inclusive of GST, payable by D.D. in favour of "RSMM Ltd, Udaipur"			
Processing Fee	Rs.500/- payable by DD in favour of MD RISL, payable at Jaipur		
Period of downloading of bid documents	From 14.08.2026 to 15.09.2026 up to 1.00 pm		
Last Date &Time of online Submission of offer	15.09.2026 up to 3.00 pm		
Date of opening of Techno Commercial offer	16.09.2026 at 3.30 pm at C. O. Udaipur		

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

1. **Financial Turnover:** The bidder should have minimum turnover of Rs.3.88 Lakh purely from consultancy fees in any one of the immediate preceding four financial years i.e. 2022-23, 2023-24, 2024-25 and 2025-26 in bidder's name.
2. **Technical Capability:**
   (a) The firm must be registered with the Council of Architecture (CoA), India.
   (b) They must have experience of successful execution and completion of at least one contract of similar nature* of value (Consultancy charges) not less than 3.88 Lakh any time during last four years.

* **Contract of Similar Nature** is defined as comprehensive architectural and structural consultancies for construction of building or building complex.

Bid is to be submitted online at https://eproc.rajasthan.gov.in in electronic form as prescribed in the bid form. Bid fees & processing fees will not be refunded in any case.

The Bidder should go through the website http://eproc.rajasthan.gov.in and the link "help for Architect / Architectural Firm"," 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 downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document, e-Biding processing fee & EMD and the same shall be reached to the office of undersigned on or before the time specified for opening of techno-commercial part of bid.

The bid shall be pre-qualified on the basis of documents 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 bidder.

Joint ventures and consortiums are not permitted to participate in this bidding.

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

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other moder other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

Group General Manager (Contracts)

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

SECTION - I

GENERAL

1.1 DEFINITIONS

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

1.1.1 **"RSMML" or "COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.

1.1.2 "**Consultant**" shall mean the person or persons, firm or company, whose bid has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.

1.1.3 '**Statutory obligations(s)**' would include the entire obligations which are to be complied with as per the provisions of various existing legislation's applicable to mine/working areas.

1.1.4 "**Approved**" shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.

1.1.5 "**Appointing Authority**" wherever the expression is used shall mean the Managing Director of the Company.

1.1.6 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.

1.1.7 "**Contract**" shall mean the agreement between the Company and the Consultant for execution of the work/s including therein all documents such as Notice Inviting Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Job Specification, General Requirements, Time Schedule for completion of work, Letter of Acceptance / e-mail awarding the work, Agreed Variations, if any etc.

1.1.8 "**Contract Rate**" or "**Schedule Rate**" or "**Bided Rates**" or "**Rate of remuneration**" means rate entered in figures and words in schedule/s by the Consultant and accepted by the Company as payable to the Consultant for execution /performance of all contractual obligations as per terms of the contract.

1.1.9 "**Detailed Specifications**" shall mean the specifications for materials and works as specified in IS Codes/PWD BSR/ issued under the authority of PWD/ or as implied/added to or superseded by the special conditions.

1.1.10 "**Basic Schedule of Rates or BSR**" shall mean the schedule of rates issued under the appropriate authority of PWD from time to time. Words imparting the singular number include the plural number or vice versa.

1.1.11 "**Engineer-in-Charge**" shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.

1.1.12 "**Group General Manager (Contract)**" shall mean the Group General Manager for contract division of RSMML or his successors in office so designated by the company.

1.1.13 "**Group General Manager (Phos**)" shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.

1.1.14 "**Agent**" shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.

1.1.15 "**Mines Manager**" shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.

1.1.16 "**Letter of acceptance" (LOA**)/ "**Detailed Letter of Acceptance**" (DLOA) shall mean intimation by a letter/e-mail to consultant that his/its bid has been accepted, in accordance with the provision contained in the letter/e-mail.

1.1.17 "**Notice in writing or written notice**" shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.

1.1.18 **"Site"** shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.

1.1.19 **"Specifications"** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Consultant during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.

1.1.20 **"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.

1.1.21 "**Bid**" shall means collectively the offer submitted in response to and in accordance with the NIB, subsequent discussions and negotiations held by the Bidder with the Company and all communications submitted by the Bidder in confirmation thereto.

1.1.22 **"Bid Evaluation Committee (BEC)** shall mean the committee constituted by RSMML to evaluate the technical and financial bids received against this NIB, and to submit its recommendations to the competent authority for final acceptance of the bid.

SECTION - II
INSTRUCTIONS TO BIDDERS

2.1 BID PROCEDURE

2.1.1 e-Bid portal https://eproc.rajasthan.gov.in shall be used for all procedure related to the bidding.

2.1.2 The prospective Bidders should register themselves in the e-Bid Portal and submit the Bids electronically through the e-Bid portal.

2.1.3 The Bidders are requested to download the e-Bid help manual and user manuals from the Portal for reference.

2.1.4 It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Bid Bid process as per the provisions of Government of India IT Act.

2.1.5 The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Bid system and download the Bid Forms.

2.1.6 The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of bid should be scanned and uploaded in the e-Bid system.

2.1.7 The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

2.2 SUBMISSION OF OFFERS

2.2.1 Bid is to be submitted online at https://eproc.rajasthan.gov.inin electronic form as prescribed in the bid form. Bid fees and processing fees will not be refunded in any case.

2.2.2 The Bidder should go through the website https://eproc.rajasthan.gov.inand the link "help for Architect / Architectural Firm"," 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 downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and e-Biding processing fee.

2.2.3 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.

2.2.4 A scanned copy of EMD, e-Biding processing fee and cost of bid document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.

2.2.5 The DD towards the cost of bid document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure- E & F of bid document should be kept in a sealed envelope addressed to Group General Manager (Contract), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIB number & work, name and address of Consultant, telephone number etc. is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Group General Manager (Contract), RSMML, Corporate Office, Udaipur on or before the date and time as mentioned in the Notice Inviting Bid. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of bid, the offer of the bidder shall be rejected.

2.2.6 The bidder in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all the relevant & necessary information for the purpose of preparing his bid. The correctness or completeness of the details, given in the bid documents is not guaranteed. The bidder is required to satisfy him in all respect before the submission of offer.

2.2.7 The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matter whatsoever that might affect the carry out of the works at the scheduled rates & to have satisfy himself to the sufficiency of his bid. Any error in description or quantity or omission in the contract document shall not vitiate the contract or release to the Consultant from executing the work comprised in the contract according to specifications at the scheduled rates. The bidder is deemed to know the scope, nature & magnitude of the works & requirement of the materials, equipment, tools & labour involved, wage structures, conditions of the service of the company's staff/workmen doing similar & same type of work etc.& as to what all works, he has to complete in accordance with the contract document irrespective of any defect, omissions or errors that may be found in the contract documents. The Consultant shall be deemed to have visited site, availability of water, electric power, labour etc., transportation facilities, probable sites for labour accommodation & store go-downs etc.& all other factors involved in the execution of works.

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

2.3 BID DOCUMENT FEE

2.3.1 The Bid Documents may be downloaded from the portals as mentioned in the Bid. 'Tender Document Fee' as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines and Minerals Ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Tender Fee are liable to be rejected / ignored.

2.3.2 The bidder may also deposit the 'Tender Document Fee' by way of online transfer of prescribed amount (as per e-NIB) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:

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

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

2.4 E-BIDING PROCESSING CHARGES

2.4.1 For each and every Bid submitted, a non-refundable Processing charge Rs. 500/- 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-313004 before the date and time of submission of the Bid.

2.5 BID SECURITY MONEY/ EARNEST MONEY DEPOSIT

2.5.1 Earnest Money Deposit as per NIB is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan state mines and minerals ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.

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

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

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

2.5.3 The Earnest Money Deposit shall not bear any interest.

2.5.4 The Earnest Money Deposit of the successful bidder can also be appropriated towards security Deposit, if the Consultant so desires. The Earnest Money Deposit of the disqualified bidders, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest.

2.5.5 The Earnest Money Deposit of the other bidders shall be refunded after issuance of LOA/DLOA to the successful bidder.

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

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

i) If the bidder withdraws or modifies the offer during the validity period of the offer.

ii) If the bidder does not deposit the prescribed security deposit in the prescribed time period.

iii) If the bidder does not execute the agreement in the prescribed format within the specified time.

iv) If the bidder provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.

2.6 PART I- 'TECHNO-COMMERCIAL BID':

2.6.1 Bidders (Architect / Architectural Firm) must upload digitally signed scanned copies of the following documents in 'Techno-Commercial Bid'. Failure to submit any of these deliverables will result in the immediate technical rejection (Failure) of the bid:

- v) One set of bid documents along with conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.
- vi) Power of Attorney in favour of the authorized representative signing the bid documents.
- vii) Attested Certificate of Incorporation/Memorandum & Article of Association/ Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be. In case the bidder/Consultant makes any change in the constitution of the firm after submission of the offer; they shall have to inform the company at the earliest.
- viii) Attested Copy of CA certified Balance Sheets and Profit & Loss Account statement in support of minimum required turn-over as mentioned in 'Pre-Qualification Criteria' clause.
- ix) Proof of valid, active registration of the lead architect/proprietor with the Council of Architecture (CoA), India, under the Architects Act, 1972.
- x) Copy of previous 'Work-Orders/ LOA' and their respective 'Work Completion Certificates' in support of experience of execution and successful completion if 'Contract of similar nature' of minimum required experience as mentioned in 'Pre-Qualification Criteria' clause.
- xi) Copy of PAN & GST Identification No.
- xii) Duly filled Form 'A' with General information about the bidder.
- xiii) Duly filled Form 'B' with details and supporting documents.
- xiv) A certificate that price bid is in the prescribed format and no conditions have been attached to it as per Form 'C'.
- xv) PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per Annexure 'E'.
- xvi) Bidder should submit an undertaking on Non-Judicial Stamp Paper as per Annexure 'F' of bid document.
- xvii) Duly filled and signed Annexure 'B' of bid document.

2.6.2 The Bidder must upload clear, legible copies of all supporting documents duly self-attested by the authorized signatory. Any declaration given by the bidder must be accompanied by these self-attested supportive documents. The authorized signatory should sign and stamp each page of the Techno-commercial bid. The procurement entity reserves the right to verify original documents at the time of contract award. Any information found to be false, fabricated, or misleading will result in immediate rejection of the bid or cancellation of the contract.

2.6.3 No financial percentages, quotes, or monetary indications shall be written or visible anywhere within the Techn. Any breach of this condition will lead to the immediate summary rejection of the entire bid.

PART II- 'PRICE BID':

2.6.4 The Bidder must quote a fixed lump-sum rate for Part A (Design Phase) and a percentage (%) rate for Part B (Construction Supervision Phase).

2.6.5 The 'Price Bid' shall be submitted online through https://eproc.rajasthan.gov.in in the prescribed format. The tenderer is to quote the rate in the prescribed forms BOQ-1 online only; otherwise the bid will be rejected.

2.6.6 The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC before uploading. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.

2.6.7 The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected. The tender is liable for rejection if Price Bid contains conditional offers

2.6.8 While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and required to be executed as per site requirement and for successful execution of contract in totality.

2.6.9 The contract rates shall be on 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation.

2.6.10 The rates quoted by the bidder shall be inclusive of all applicable duties but exclusive of GST.

2.7 DEADLINE FOR SUBMISSION OF BIDS:

2.7.1 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 bidders, which were previously subjected to the original deadline, will then be subjected to the new deadline.

2.8 LATE BIDS/DELAYED BIDS:

2.8.1 No bid will be accepted by the company after the deadline prescribed in NIB due to any reason whatsoever.

2.9 OPENING OF THE BID:

2.9.1 The Techno-Commercial Bid of the offer will be opened as per NIB.

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

2.10 VALIDITY OF OFFERS

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

2.10.2 In exceptional circumstances, prior to expiry of the original time limit, the company may request the bidder to extend period of validity for a specified additional period.

The request and the bidder responses shall be made in writing. A bidder if agreeing to the request will not be required or permitted to modify his bid.

2.11 ONE BID PER BIDDER:

2.11.1 Each bidder shall submit only one bid, either individually or as a partnership firm or a private/public limited company or a co-operative society.

2.12 COST OF BIDDING:

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

2.12.2 All uploaded document shall be digitally signed by the bidder or by a person holding power of attorney authorized him/her to sign on behalf of bidder before submission of the bid.

2.12.3 Bid in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled may be liable for rejection.

2.12.4 Canvassing in connection with bids is strictly prohibited for bidder submitted by the bidders, who resort to canvassing, will be liable for rejection.

2.12.5 Bidders in their own interest are advised to read the bid document completely & carefully, to avoid submission of incomplete bid. Bid, in which any of the particulars & prescribed information is missing or incomplete in any respect &/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the company.

2.12.6 The company takes no responsibility for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode other than prescribed shall not be accepted.

2.13 CLARIFICATIONS OF CONTENTS OF BID DOCUMENT:

2.13.1 In case an intending bidder require any clarification in connection with, or any point covered by, the bid documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the company at least seven days in advance of the last date fixed for submission of bid. Copies of any such clarifications furnished by the company will be supplied to all other intending bidder and such clarifications will constitute addenda/corrigenda to, and be read as part of the bid documents.

2.13.2 The company will not be bound by any verbal/oral clarification or interpretation of the bid document or of any matter(s) connected with works to be executed in accordance with the bid documents, which may be made by any of its employee, representatives or agent.

2.13.3 Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

2.14 ADDENDA/CORRIGENDA:

2.14.1 Addenda/corrigenda to Notice Inviting Bid or to this bid 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.

2.14.2 Addenda/corrigenda to these bid documents, if issued by the company, shall form an integral part of this bid document and must be signed and submitted along with the bid.

2.15 EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

2.15.1 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid;

- i) Meets the eligibility criteria;
- ii) Has been properly signed, dated & sealed;
- iii) Is accompanied by the required securities; and
- iv) Is substantially responsive to the requirements of the bidding documents.

2.15.2 A substantially responsive bid is one, which confirms to all the terms, conditions, and pacification of the biding documents without material deviation or reservations. A material deviation or reservation is one;

- i) Which affects in any substantial way the scope, quality or performance of the work; and /or
- ii) Which limits in any substantial way, inconsistent with the bidding documents, the company's right or the bidder's obligation under the contract; and /or
- iii) Whose rectification/acceptance would affect unfairly the competitive position of the other bidders presenting substantially responsive bids?

2.16 EVALUATION OF TECHNO-COMMERCIAL BID:

2.16.1 The techno-commercial bids of substantially responsive bidder will be evaluated from all aspects The RSMML reserves the right to assess the capability and competency of the bidder based upon the information provided by the bidder 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 bidder is capable & competent to carry out the work shall be final. The bidder should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the bid.

2.16.2 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.

2.16.3 The bidder shall be prepared to furnish clarification/information and attend meetings /discussion as required by the company from time to time.

2.16.4 Price bid (Part-II) only of Techno-Commercially qualified bidders shall be opened.

2.17 CRITERIA FOR DECIDING L-1 BIDDER:

2.17.1 The bidder whose quoted rate shall result in to lowest gross financial outgo for RSMML shall be determined as the L-1 Bidder. Gross financial outgo for the company shall be calculated by adding the absolute fixed amount quoted for Part-A to the calculated financial value of Part-B (arrived at by applying the quoted percentage against the notional figure of Rs.388.00 Lakhs) and applying GST over it.

2.17.2 In the event that two or more technically qualified bidders quote the exact same lowest percentage fee, the bidder possessing the highest average annual financial turnover during the last three (3) financial years (as verified by the CA-certified profiles submitted in Techno-commercial Bid) shall be declared the successful L-1 Bidder.

2.18 NEGOTIATIONS:

2.18.1 Negotiations will be conducted with the lowest bidder only. In case of non-satisfactory achievement of rates from lowest bidder, RSMML may choose to make a written counter offer to the lowest bidder and if this is not accepted, RSMML may decide to reject and re-invite fresh bids or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.

2.18.2 In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.

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

2.19 CORRECTION OF ERRORS:

2.19.1 The bidder must fill in the percentage rate clearly in both figures and words. If any discrepancy arises between the rate written in figures and the rate written in words, the rate specified in words shall be treated as the valid binding offer.

2.19.2 The amount stated in the bid will be adjusted by the company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder.

2.20 PROCESS TO BE CONFIDENTIAL:

2.20.1 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.

2.20.2 The bidder may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML bids.

2.21 AWARD OF THE CONTRACT:

2.21.1 The Company shall communicate to the successful bidder to accept their bid offer and thereafter the successful bidder will have to execute an agreement on the prescribed format, which shall be consist bid document, DLOA /work order at Consultant cost and expenses. The Performa shall be provided by the RSMML.

2.22 INTERFERENCE WITH PROCUREMENT PROCESS:

2.22.1 In case the bidder

iv) Withdraws from the procurement process after opening of financial bids;

v) Withdraws from the procurement process after being declared the successful bidder;

vi) Fails to enter procurement contract after being declared the successful bidder;

vii) Fails to provide performance security or any other document or security required in terms of the bid 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 with fine under RTPP Act which may extend to fifty lac rupees or ten percent of the assessed value of contract, whichever is less.

2.23 RIGHTS OF COMPANY

2.23.1 The Company reserves the right -

i) To reject any or all the bids, in part or in full, without assigning any reason, there to,

ii) Not to accept the lowest bid or assign reasons for not accepting the lowest bid.

iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.

iv) Not to carry out any part of work.

v) To reject the offer, if is established that the bidder has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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

2.24 REFUSAL / FAILURE:

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

SECTION - III

DETAILED SCOPE OF SERVICES

3.1 MILESTONE-BASED PHASES

The detailed scope of services is divided into two main parts viz. Part-A: Design Phase and Part-B: Construction supervision phase.

3.2 PART-A: DESIGN PHASE

The Consultant (Architect/Architectural Firm) shall provide comprehensive Architectural, Structural, MEP (Mechanical, Electrical, Plumbing), and Fire Life Safety (FLS) Consultancy Services for the project. The detailed scope of services under Part-A i.e. design phase is divided into the following sequential, milestone-based phases:

3.2.1 **Phase 1: Site Evaluation, Conceptual Layout, and Space Architecture**

1. **Site Surveys and Investigations:** Consultant shall execute detailed site inspections near the welcome gate at the entrance of Jhamarkotra Mines to map out site features such as topography etc. The Consultant shall draft technical specifications for the necessary geo-technical testing required to formulate a safe foundation design.

2. **Conceptual Architectural Design:** Submit a minimum of three (3) distinct, high-end 3D architectural rendering options displaying a modern corporate appearance that reflects the commercial prominence of RSMML as a premier state PSU.

3. **Optimized Functional Layout Planning:** Formulate absolute G+1 floor layouts embedding all mandatory spatial zones within a maximum 1,100 Sqm gross built-up area:

   - **UNIT Head Wing (GGM Cell):** A localized executive core comprising 01 large Chamber for the Group General Manager (GGM), 01 attached office for the PA to GGM functioning simultaneously as an executive waiting room, and 01 dedicated strategic Meeting Room.
   - **Executive Cabins:** Space planning to cleanly house approximately 15 executives, detailing 05 large cabins specifically for Senior Level Executives (GMs/DGMs) and 10 standard executive cabins for subordinate executives.
   - **Workstations:** An ergonomic, open-plan office layout integrating 25 modern workstations for administrative and technical office staff.
   - **Specialized Technical Blocks:** Allocation for 01 central Management Information System (MIS) Lab, 01 multi-utility Conference Hall, and 01 modern office Pantry Area.
   - **Archival Storage (Record Rooms):** 02 dedicated physical record rooms structurally engineered with mobile shelving systems (optimizers).
   - **Social & Regulatory Facilities:** Specialized architectural layouts detailing a Creche, separate high-standard toilet blocks for male and female staff on each floor level, and barrier-free access features (such as anti-skid ramps, custom

door widths, and specialized toilets) for Divyangjan (physically challenged individuals).

3.2.2 **Phase 2: Comprehensive Engineering, Utilities, and Fire Safety Integration**

1. **Structural Engineering:** Perform full structural engineering calculations and design a robust G+1 structural concrete/composite frame with provision of lift. The structural designs must conform strictly to the National Building Code (NBC) of India and relevant Indian Standard (IS) Codes, ensuring built-in structural integrity.
2. **Centralized HVAC System Integration:** Provide complete engineering drawings, duct routing layouts, insulation metrics, and machine sizing for the centralized Air Conditioning system calculated for an optimized capacity.
3. **Rooftop Rainwater Harvesting:** Map out an integrated rainwater harvesting layout capturing runoff from the complete 550 Sqm rooftop area. Drawings must detail low-maintenance collection channels, down-take pipes, automated first-flush bypass systems, a robust filter bed medium, and delivery piping grids tracking back to the campus groundwater recharge pit.
4. **Comprehensive Fire Life Safety (FLS) Services:** The Consultant shall act as the single-point design entity responsible for engineering a fully compliant, statutory fire protection and life safety framework matching NBC (Part 4) codes for Group E Business Buildings:
5. **Electrical, LAN, & Low-Voltage (LV) Networks:** Outline complete electrical distribution schemes containing energy-efficient LED fixtures, power wiring nodes for workstations, single-line diagrams (SLD) for emergency inverter/ UPS backups, a high-speed LAN layout covering the 1,100 Sqm layout, and a secure indoor/outdoor CCTV surveillance loop grid.

3.2.3 **Phase 3: Preparation of BoQ and DTD for main Construction Contract and Pre-Bid assistance**

The Consultant shall be responsible for preparing a detailed Bill of Quantity and a comprehensive, legally and technically sound Draft of Tender Document for main construction contract. DTD must be aligned with prevailing RSMML tender conditions, RTPP Act & Rules and standard Public Works frameworks, encompassing:

1. **Bill of Quantities (BOQ):** Generation and compilation of a highly accurate, item-by-item Bill of Quantities using standard PWD Specifications and detailed technical specifications for Non-BSR Items with market rate analysis.
2. **Drafting Tender Document:** Preparation of DTD consisting of the Minimum Eligibility Criteria, General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) and schedule of price-bid.
3. **Schedule of Price-Bid:** Preparation of Schedule of price-bid in standard procurement formats (as per e-procurement guidelines), specifically aligning the

technical data with the standard Schedules for Civil and E&M Works to be annexed with the bidding document.

4. **Pre-Bid Assistance:** Address, clarify, and resolve technical queries or specifications adjustments raised by Construction Contractors during the pre-bid conference phase.
5. **Good for Construction (GFC) Drawings and Datasheets:** Compile and formalize all finalized, vetted engineering calculations into a cohesive pack of three (3) hard-copy sets of authorized GFC drawings for execution.

3.3 PART-2: CONSTRUCTION SUPERVISION PHASE

3.3.1 Checking of layout of various components of project at site in conformation with that of proposal.

3.3.2 Supervision and quality control of entire construction. Consultant has to deploy at least one civil engineer on full time basis exclusively for this project; up to completion of project.

3.3.3 Providing of any information in context with the project at any instant of time as desired by Officer-in-charge.

3.3.4 Recording of joint measurements of work and verification of bills submitted by the contractor.

3.3.5 Assessment of item rates (in consultation with RSMML officials) of unforeseen works/items that may be required to execute at site as per project requirement.

3.3.6 Assessment of any deviation (in terms of specifications of item, project cost or completion time) and submission to RSMML officials with proper justification for seeking administrative approval or financial concurrence.

3.3.7 Submission of site plan as built drawings (architectural as well as structural) in hard copy as well as in soft copy after completion of project as desired by Officer-in-charge.

3.3.8 Issuance of Certificate for final completion of project along with duly filled & verified checklist related with Part-A duly endorsed by Officer-in- charge.

3.3.9 Assessment and reporting of work performance and submission of list of defects (if any) required to repair/rectify by the contractor under defect liability period and issuance of satisfactory completion of DLP under endorsement of Officer in charge for refund of SD.

- Any other activities which are not specifically mentioned herein or elsewhere in the document but required for completion of assignments, is deemed to have been included in the scope of services.

3.4 STAGE-WISE SUBMISSIONS & COMPLIANCE SCHEDULING

The Consultant shall supply the mandatory technical outputs to the Engineer-in-Charge as per the following milestone schedule:

S.N.	Stage / Phase Milestone	Deliverable Technical Formats	Hard Copies Required	Soft Copy Formats
1.	Phase 1: Conceptual Zoning & Exterior Imagery	3D Coloured Elevation Perspectives & Spatial Grid Plans	3 Sets	.PDF & High-Res

S.N.	Stage / Phase Milestone	Deliverable Technical Formats	Hard Copies Required	Soft Copy Formats
				.JPEG
2.	Phase 1: Final Approved Floor Plans	Finalized Floor layouts, Sections, and Elevations	3 Sets	.PDF & .DWG
3.	Phase 2: Structural & Foundation Designs	Engineering calculations, Reinforcement details, STAAD reports	3 Sets	.PDF & .DWG
4.	Phase 2: MEP & Utility Grid Networks, Fire Life Safety (FLS) and LAN/CCTV surveillance planning	Ducting pathways, plumbing loops, rainwater filtration grids, Hydrant lines, Fire alarm loops, Dampers, Egress maps an LAN/CCTV grid layout blueprints	3 Sets	.PDF & .DWG
5.	Phase 3: BoQ and DTD for main Construction Contract	Detailed BoQ, Well compiled DTD consisting of GCC, SCC and Price-Bid etc.	3 Sets	.PDF & Editable .DOCX and .XLSX
6.	Phase 3: Good For Construction (GFC) Packet	Definitive, Signed Field Blueprints for Civil Contractor	3 Sets	.PDF & .DWG
7.	Phase 4: Construction supervision	duly verified RA bills of main construction contractor.	-	-
8.	Phase 5: Project Closure	Comprehensive, Post-Execution As-Built Blueprints & Completion Certificate	3 Sets	.PDF & .DWG

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 INTERPRETATION OF CONTRACT DOCUMENT

4.1.1 Wherever it is mentioned that the Consultant shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Consultant and liability discharged to the satisfaction of the Company at the cost and consequences of the Consultant.

4.1.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Consultant to the Managing Director of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Consultant.

4.1.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.

4.1.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

4.1.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.

4.1.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

4.1.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intension appears, the provisions of Special Conditions of the Contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

4.1.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.

4.1.9 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.

4.1.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

4.1.11 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.

4.1.12 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Officer-In charge whose decision shall be final and binding.

4.1.13 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.

4.2 SECURITY DEPOSIT

4.2.1 The successful bidder shall furnish a Security Deposit of 10 % of Total contract value to be ascertained on the basis of the contract rate of remuneration payable to the Consultant and bided quantity for the total period of the contract in following manner:

i) The successful bidder shall furnish Security Deposit @ 10% of Total contract value through Demand Draft/ Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of such communication of acceptance of bid/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from Public Sector Bank or Schedule private Bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period (if any), plus Professional Design 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. (Refer Annexure-G, H and I)

ii) The successful bidder may also opt to furnished SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public Sector Bank or Schedule private Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the Consultant/him

iii) The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from each running bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of security deposit.

4.2.2 The entire Security Deposit shall be refunded after the expiry of 'Professional Design Liability Period' plus a grace period of six months, provided the Consultant has fulfilled all contractual obligation and rendered "No claim and No Dues Certificate" to the Company.

4.2.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Consultant either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Consultant.

4.2.4 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

4.2.5 All compensation or other sums of money payable by the Consultant 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 Consultant from the Company on any account and in the event of the such amount being insufficient the Consultant 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.

4.2.6 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Consultant. The Consultant shall pay to the company on demand any balance remaining due.

4.2.7 In case the Bank Guarantee is invoked for any reason/s, the Consultant is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.

4.2.8 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Consultant 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.

4.2.9 No interest is payable on S.D. amount.

4.2.10 In case of enhancement of quantum of work, due to any reason, the Consultant shall furnish additional security amount. This security will be recovered from the payment due to the Consultant.

4.3 ADDITIONAL PERFORMANCE SECURITY

4.3.1 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.

4.3.2 The Additional Performance Security shall be refunded to the Consultant 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 Consultant.

4.4 PERIOD OF CONTRACT

4.4.1 Total Contract Period: The total contract duration for this architectural and structural consultancy shall be divided into two operational periods:

- Part-A (Design Phase): 3 Months from the date of issuance of the Letter of Acceptance (LoA) to the Consultant.
- Part-B (Construction Supervision Phase): 18 Months, Co-terminus with the actual execution period of the main civil construction contract.

4.4.2 Milestone Breakdown (Part-A: Design & Procurement Support): The architect must strictly adhere to the following timeline:

Milestone	Stage of Activity / Deliverable	Cumulative Timeline
M1	Submission of three (3) conceptual 3D options and finalization of architectural floor plans.	1 Month
M2	Submission of complete Structural Designs,	1.5 Months

	STADD/ETABS analysis reports, and foundation engineering drawings.	
M3	Submission of complete MEP schematics (Centralized AC System layouts, 550 Sqm rooftop rainwater harvesting grids, Fire Life Safety plan & layouts, LAN/CCTV layouts).	2 Months
M4	Submission of the Consolidated Proposal: Final item-wise Bill of Quantities (BoQ), technical specifications, and Draft of Tender Document for main construction contract along with final Good for Construction (GFC) drawings.	3 Months

4.4.3 No Idle Compensation: The contract with the Consultant shall remain in a "passive/standing" state during the biding period for construction contract. No retention fees, idle charges, or escalation costs shall be payable to the Consultant by RSMML during this gap.

4.4.4 Re-activation for Part-B: The contract shall automatically resume its active state upon the formal award of the construction work order to the executing agency.

4.5 FEE STRUCTURE

4.5.1 In consideration of the comprehensive architectural, structural, MEP, and site-supervision services rendered by the Consultant under this contract, RSMML shall pay a bifurcated professional fee structured into two distinct operational parts:

- Part-A (Design Phase): A fixed, all-inclusive Lump-Sum fee as quoted by the bidder and accepted by the company. This fee shall remain completely firm and un-escalated regardless of any subsequent adjustments to the building's cost estimate.
- Part-B (Construction Supervision Phase): A flat Percentage (%) fee of construction cost. (Initially, the amount shall be calculated assuming notional figure* of Rs.388 Lakh as construction cost; excl. GST)

4.5.2 For the purpose of billing, the percentage fee quoted for Part-B shall be applied strictly against the final accepted contract value of the main civil construction work order.

4.6 QUOTED RATES TO BE ALL INCLUSIVE

4.6.1 The bidder is to note that Part-A is not an item rate contract. All activities which deemed to be performed, and executed by the Consultant as stipulated in the tender and its cost thereof should be covered suitably & appropriately assigned to various available heads & categories. Non-familiarity and non-identification of any works will not be considered a reason either for extra claims or not carrying out the works in strict conformity as per specifications, scope of work, drawings, and instruction of owner's representative

4.6.2 The fixed lump-sum fee (for Part-A) and the percentage rate (for Part-B) quoted by the Bidder shall be firm, fixed, and all-inclusive for the entire duration of the contract and any extended periods granted thereof.

4.6.3 The quoted financial rate must fully cover all costs associated with the efficient performance and completion of the comprehensive architectural, structural, MEP, and Fire Life Safety design and supervision services. This includes, but is not limited to, the following elements:

i) All expenses related to deployment of a full-time site engineer and a minimum mandatory count of six (6) comprehensive site visits by the Lead Architect or Senior Structural Engineer to the project site for data collection, field conditions verification, foundation bedding verification, and milestone structural quality audits.

ii) All expenses related to data collection, site measurements, structural analysis software licensing (e.g., STAAD Pro, ETABS), CAD plotting, and 3D rendering production.

iii) All administrative infrastructure costs, secretarial assistance, communication expenses, and the cost of printing, binding, and supplying the mandatory hard-copy sets of Conceptual Layouts, GFC drawings, and As-Built portfolios.

iv) All traveling, boarding, lodging, and transport expenses incurred by the Lead Architect, Senior Structural Engineer, or MEP consultants for attending progress review meetings, technical presentations, and mandatory milestone site quality audits at Jhamarkotra Mines, Udaipur.

v) All costs towards maintaining mandatory Professional Indemnity Insurance, Workmen’s Compensation Insurance, or any other personal/accidental risk policies for personnel deployed on the project.

vi) All applicable central, state, or local municipal taxes, cesses, and statutory levies, with the sole exception of Goods and Services Tax (GST).

4.7 EXCLUSION OF GST

4.7.1 The baseline percentage rate or lump-sum fee quoted by the bidder must be exclusive of Goods and Services Tax (GST).

4.7.2 Statutory GST (currently applicable at 18% for professional/technical consultancy services) shall be paid extra by RSMML over and above the accepted contractual fee upon submission of a valid, digitally signed Tax Invoice, subject to the credit successfully reflecting in RSMML's electronic tax ledger.

4.8 NO ESCALATION OR EXTRA CLAIMS

4.8.1 Under no circumstances shall the Consultant be entitled to any revision, escalation, or extra financial compensation on account of fluctuations in operational overheads, fuel costs, market rates of design tools, or frequent site-visit requirements. No separate "Out-of-Pocket Expenses" (OPE) or per-diem allowances will be entertained or paid by RSMML.

4.8.2 If the Consultant fails to include any specific cost item necessary for the flawless execution of the scope of services, such items shall be deemed to have been covered under the quoted baseline fee, and the services must be performed without any extra cost to RSMML.

4.9 RATES & TAX DEDUCTION AT SOURCE:-

4.9.1 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).

4.9.2 The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the Consultant shall not be eligible for any escalation (except as mentioned in the bid document) in rates on whatsoever ground.

4.9.3 Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the Consultant. The Consultant 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 Consultant or any other amount due to him/ or from Security deposit, as the case may be.

4.9.4 In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, Consultant 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 Consultant or any other amount due to him/ or from Security deposit, as the case may be.

4.9.5 In case of reversal of input tax credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns toward the payment for the work, Consultant 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 Consultant or any other amount due to him/or from security deposit, as the case may be.

4.9.6 Further, the Consultant shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC code that total GST has been deposited and returns have been filed for relevant tax period.

4.9.7 The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time.

4.10 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

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

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

4.11 COMPANY NOT LIABLE TO PAY COMPENSATION:

4.11.1 The Consultant 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 Consultant.

4.12 TERMS OF PAYMENT

4.12.1 Payment to the Consultant shall be released progressively linked directly to deliverables, approvals, and progress of main construction work execution as per the schedule below:

Part-A: Design Phase

Stage	Milestone / Stage of Service	Percentage of the "Quoted Lump-Sum Fee for Part-A"	Cumulative Percentage (%)	Deliverables / Pre-requisites for Billing
I	**Concept & Space Allocation Stage**			
(a)	Advance upon submission of SD through bank guarantee/FDR etc.	10%	10%	
(b)	Upon submission and presentation of minimum three (3) conceptual 3D options and site layout matching a modern corporate look.	15%	25%	3D-coloured digital renderings & massing reports.
(c)	Upon finalization and approval of architectural floor plans for the G+1 frame incorporating the GGM cell, 15 executive cabins, 25 workstations, MIS lab, conference hall, and specialized rooms.	15%	40%	Approved Floor plans and architectural sections.
II	**Detailed Engineering & Structural Stage**			
(a)	Upon completion and internal departmental acceptance of all structural engineering calculations, stability data, and foundation drawings.	10%	50%	Structural analysis reports and structural geometry prints.
(b)	Upon submission and approval of detailed MEP layouts including the Centralized AC system, internal electrification, Fire Life Safety plan & layouts, LAN/CCTV grids, and the 550 Sqm rooftop rainwater harvesting layout.	20%	70%	Complete schematic utility drawings & plumbing grids.
III	**Biding & Procurement Stage**			
(a)	Upon submission and approval of item-wise high-precision Bill of	30%	100%	3 sets of approved BoQ

	Quantities (BOQ) and DTD along with Good for Construction (GFC) drawings.			and DTD

Part-B: Construction Execution Phase

Stage	Milestone / Stage of Service	Deliverables / Pre-requisites for Billing	Remark
IV	**Progress of Construction Contract & Execution Stage**		
(a)	Distributed progressively on a pro-rata basis, calculated by applying the quoted Part-B percentage against the running account (RA) bills of the main construction contractor.	Upon receiving duly verified RA bills of main construction contractor.	Only 90% amount of each RA bill of consultant shall be processed for payment. Accumulated, balance 10% shall be processed for payment up on completion of construction execution phase as below.
V	**Project Completion Stage**		
(a)	Upon physical completion of the administrative building, submission of finalized "As-Built" drawings, and issuance of Structural Stability & Completion Certificate.	Final approved As-Built drawings and issuance of completion certificate.	

4.13 GENERAL CONDITIONS GOVERNING PAYMENTS

4.13.1 "Progressive payments for Stages I through III shall be paid out directly based on the approved competitive Lump-Sum price accepted for Part-A. Payments from Stage IV onwards shall be computed progressively on the basis of the actual values executed by the successful construction contractor. Final adjustments, if any, will be adjusted in the final invoice based on the completed project value.

4.13.2 RSMML shall process and release payments within thirty (30) days from the receipt of an undisputed, valid tax invoice from the Consultant, complete with all specified deliverable attachments for that respective milestone.

4.13.3 The progressive milestone payments in Stage IV shall be based on the progress of main construction contract. The frequency and amount of consultant's RA bills will be bases on the frequency and amount of RA bills submitted by the construction contractor i.e. on pro-rata basis. Only 90% amount of each RA bill of consultant shall be processed for payment. Accumulated, balance 10% shall be processed for payment up on completion of construction execution phase i.e. after submission of final approved As-Built drawings and issuance of completion certificate.

4.13.4 All the payments shall be released after making statutory deductions as per tender conditions including SD.

4.14 EXTENSION OF TIME (EOT)

4.14.1 Time is the essence of this contract, and the Consultant (Architect / Architectural Firm) is bound to adhere strictly to the 3-Months milestone design layout specified in the tender.

4.14.2 If the Consultant is genuinely hindered in the execution of the architectural or structural services due to reasons entirely beyond their control, they must apply in writing for an Extension of Time (EOT).

4.14.3 The written application for EOT must be submitted to the Engineer-in-Charge within seven (7) calendar days from the date of commencement of the hindrance. The application must clearly state the specific nature of the hindrance, its expected duration, and its direct impact on the milestone delivery schedule.

4.14.4 An extension of time may be considered and granted by the Competent Authority of RSMML only under the following exceptional circumstances:

i) Force Majeure Events: Acts of God, natural disasters, epidemics, or statutory government-mandated lockouts.

ii) Departmental Delays: Significant delays by RSMML in providing baseline technical data, site survey layouts, or the necessary administrative clarifications required to progress the design.

iii) Scope Variations: Substantial changes or structural modifications ordered in writing by RSMML that alter the overall built-up area or architectural brief of the project.

4.14.5 The Engineer-in-Charge shall examine the Consultant's application and submit a verified report to the Competent Authority. RSMML reserves the absolute right to grant or refuse the extension of time based on the merit of the justification provided.

4.14.6 If the delay is established to be entirely due to departmental holdups or Force Majeure, the EOT shall be granted in writing without the imposition of any financial penalties or Liquidated Damages.

4.14.7 If the delay is caused partly or wholly due to the Consultant's technical slackness or sluggish progress, but RSMML chooses to extend the timeline to ensure project continuity, the EOT may be granted subject to the levy of Liquidated Damages at the standard rate of 0.5% per week of delay, capped at the 10% maximum ceiling.

4.14.8 The grant of an Extension of Time, with or without Liquidated Damages, shall not entitle the Consultant to any financial escalation, revision of percentage professional fees, or extra compensation for extended office overheads, software licenses, or prolonged site visits.

4.14.9 The contract price shall remain firm and fixed as accepted under the original Letter of Acceptance (LoA) for the entirety of the extended period.

4.15 LIQUIDATED DAMAGES

4.15.1 Liquidated Damages for Delay in Milestone Completion (Part-A: Design Phase)

4.15.1.1 Time is the essence of this contract. The Consultant is bound to submit all core architectural concepts, structural drawings, MEP designs, and final BOQ parameters within the specified time frame of 3 Months in the milestone schedule.

4.15.1.2 If the Consultant fails to submit the required deliverables or complete a designated milestone within the stipulated timeframe, and the delay is solely attributable to the Consultant's negligence or sluggish progress, Liquidated Damages (LD) shall be levied.

4.15.1.3 The penalty shall be recovered at a rate of half percent (0.5%) of the total consultancy contract fee for every week of delay or part thereof.

4.15.1.4 The cumulative maximum cap for Liquidated Damages under this design phase shall be strictly restricted to ten percent (10%) of the total accepted consultancy fee value.

4.15.2 Penalty for Slackness in Supervision during Execution (Part-B: Construction supervision phase)

4.15.2.1 During the Construction supervision phase, if the consultant fails to deploy a full-time site engineer for continuous period of more than 7 days at any instance, a penalty of 0.5% of the contract value per week and part thereof per instance of such continuous absence shall be enforced.

4.15.2.2 the Consultant must conduct mandatory milestone site visits to Jhamarkotra Mines for critical structural vetting and quality audits within forty-eight (48) hours of receiving a formal notice/intimation from the Engineer-in-Charge.

4.15.2.3 If the Consultant fails to attend the site for critical structural vetting and quality audits without a valid, written justification accepted by the Engineer-in-Charge, a flat penalty of Rs.5,000/- per defaulted instance shall be deducted directly from their upcoming running account bills.

4.15.2.4 If any technical drawing revision or site clarification is delayed by the consultant for more than seven (7) days during active field construction, leading to an idle workforce on-site, a penalty of 0.1% of the contract value per day of delay shall be enforced.

4.15.3 Mechanism of Recovery and Termination

4.15.3.1 The Engineer-in-Charge shall have the absolute right to deduct the calculated Liquidated Damages or slackness penalties directly from any progressive milestone invoices due to the Consultant or by deducting the amount from the accumulated Retention Money / Performance Security sitting with RSMML.

4.15.3.2 If the Consultant hits the maximum penalty threshold of 10% and continues to show consistent slackness or abandonment of work, RSMML reserves the right to terminate the contract under standard default provisions, forfeit the remaining Performance Security, and blacklist the firm from future state PSU bids as per RTPP guidelines.

4.16 PAYMENT OF MINIMUM WAGES

4.16.1 The Consultant shall be solely responsible for ensuring that all technical assistants, field survey operators, and draftsmen deployed for data collection or site quality audits at Jhamarkotra Mines are paid wages not less than the statutory minimum wages notified by the Ministry of Labour & Employment, Government of India, or the Department of Labour, Government of Rajasthan, whichever is higher.

4.16.2 Wages must be paid strictly through electronic bank transfer directly into the employees' accounts. RSMML reserves the absolute right to audit bank transfer summaries of the consultant's deployed staff prior to clearing milestone design payments.

4.17 EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, 1952

4.17.1 The Consultant must possess a valid, active EPF registration code issued by the EPFO.

4.17.2 The Consultant shall ensure that statutory provident fund contributions are regularly deposited for all qualified personnel engaged in the execution of this consultancy contract.

4.17.3 Along with the submission of running milestone invoices, the Consultant must enclose copies of the electronic monthly Challan-cum-Return (ECR) statements demonstrating the successful deposition of EPF shares for the employees assigned to the project.

4.17.4 In the event that the bidding Architect / Architectural Firm does not fall under the statutory purview of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952—due to employing fewer than the legally mandated threshold of personnel (currently 20 employees)—the requirement to submit an active EPF Registration Code within Techno-commercial bid shall be waived. Bidders claiming exemption under this sub-clause should submit a duly notarized affidavit on non-judicial stamp-paper of Rs.50/- as per Annexure-E and must upload a scanned copy of the same with techno-commercial part of bid.

4.18 MANDATORY PERSONNEL & ACCIDENT INSURANCE

4.18.1 For the personnel, surveyors, and engineers conducting milestone quality audits, material inspections, or design verifications at the hazardous mining lease areas of Jhamarkotra, the Consultant must maintain a comprehensive Workmen's Compensation Insurance Policy (as per the Employee's Compensation Act, 1923).

4.18.2 RSMML shall bear absolutely no liability or financial responsibility for any personal injury, permanent disability, or accidental fatality sustained by the Consultant's staff during site visits or field operations. The Consultant shall completely indemnify RSMML against all such claims, compensation demands, and associated legal litigation expenses.

4.19 ASSIGNMENT & ADDITIONAL CONTRACTS

4.19.1 The Consultant shall not, at any time, transfer, assign or sublet this contract or any part thereof to any other agency without written consent of the Company. But such consent of the Company, if given shall not relieve the Consultant from any liability or obligation under this contract and the Consultant shall be responsible for all acts, defaults and neglects of the sub-Consultant, his agent and employees fully as if those are the Consultant's own acts. The RSMML shall have a right to engage any other Consultant for similar or other kind of job as may be deemed necessary by the RSMML.

4.20 LEGAL & STATUTORY OBLIGATIONS:

4.20.1 The Consultant shall ensure full compliance with all applicable labor legislations, including the Minimum Wages Act, the Payment of Wages Act, and Workmen's Compensation rules for all personnel deployed on the project. The Consultant must maintain clean statutory records, and RSMML shall bear no legal or financial liability regarding the employment conditions, wages, or disputes of the Consultant's staff.

4.20.2 The Consultant guarantees that all structural modeling, foundation analysis, and MEP layouts are engineered in accordance with sound, recognized technical practices and updated Indian Standards (IS Codes). The Consultant shall remain professionally liable for a period of twelve (12) months following project completion for any mathematical errors, design deficiencies, or structural omissions, and must rectify such defects at their own cost.

4.20.3 The Consultant shall completely indemnify and keep indemnified RSMML against all actions, claims, demands, proceedings, costs, charges, and expenses whatsoever that may be brought against or incurred by RSMML for any statutory non-compliance, penal actions, or defaults committed by the Consultant under the Payment of Wages Act, Contract Labour (R&A) Act, or any other applicable labour code.

4.20.4 The Consultant shall completely indemnify, defend, and hold RSMML harmless against any and all claims, damages, liabilities, legal proceedings, or costs arising from third-party patent or copyright infringements, professional negligence, or accidents involving the Consultant's personnel during site visits at Jhamarkotra Mines.

4.20.5 The company shall not in any manner be responsible for any or part of any litigations of the Consultant. If any expenditure incurred by the company on the above items, that will be recovered from the Architect / Architectural Firm bills/security deposits.

4.21 RIGHT TO REVIEW PERFORMANCE.

4.21.1 The company reserves the right to review and assess the performance of the Consultant (Architect / Architectural Firm) at any time during the contract period. If the performance of the Consultant is found unsatisfactory, or if sluggish progress and technical slackness are observed during the review, RSMML will issue a formal 'Written Notice' detailing the deficiencies.

4.21.2 Upon receipt of this notice, the Consultant must deploy remedial measures and submit revised, error-free deliverables within seven (7) calendar days at their own expense. Failure to rectify performance issues within the stipulated timeframe shall be treated as a material breach of contract, empowering RSMML to enforce Liquidated Damages or initiate contract termination procedures under standard default guidelines.

4.22 TERMINATION OF THE CONTRACT

4.22.1 The Engineer-in-Charge, on behalf of RSMML, shall have the absolute power to terminate the contract immediately by issuing a written notice to the Consultant (Architect / Architectural Firm) if the Consultant commits a material breach of contract, including but not limited to the following defaults:

i) Abandoning the assignment or failing to commence the services within the prescribed timeline.

ii) Showing persistent technical slackness, sluggishness, or a consistent delay in submitting milestone deliverables, thereby causing the accumulated Liquidated Damages to reach the maximum ceiling of ten percent (10%).

iii) Submitting structurally defective, unsafe, or negligent designs and failing to rectify them within the notified correction window.

iv) Becoming bankrupt, insolvent, entering into liquidation, or assigning/subletting any part of the consultancy scope without the prior written consent of RSMML.

4.22.2 Upon termination under this clause, RSMML shall reserve the right to:

i) Forfeit the upfront Performance Security and any progressive Retention Money lying with the department.

ii) Get the balance architectural, structural, or supervision services executed through an alternative agency at the risk and cost of the defaulting Consultant.

iii) Initiate formal debarment or blacklisting proceedings against the Consultant under the provisions of the RTPP Act, 2012.

4.22.3 RSMML reserves the right to terminate the contract, in whole or in part, at any time for administrative reasons or public interest, by giving fifteen (15) days' prior written notice to the Consultant.

4.22.4 In the event of such termination for convenience, the Consultant shall immediately stop all work and deliver all completed or partially completed layouts, structural models, and design files to the Engineer-in-Charge. RSMML shall settle and pay a pro-rata professional fee strictly for the milestone stages successfully completed, approved, and accepted by the department up to the effective date of termination. The Consultant shall not be entitled to any compensation for loss of anticipated profits or overheads on the unexecuted portion of the services.

4.23 RISK & COST

4.23.1 If the Consultant (Architect / Architectural Firm) fails to complete the milestone deliverables within the stipulated timeframes, or if the contract is terminated due to default as per the provisions of this tender, RSMML reserves the absolute right to get the balance, unexecuted portion of the architectural, structural, or field supervision services executed through an alternative professional agency or architect.

4.23.2 This action shall be taken at the sole Risk and Cost of the defaulting Consultant, without prejudice to any other contractual rights, legal remedies, or punitive actions available to RSMML under the RTPP Act, 2012.

4.23.3 Any extra expenditure, financial premium, or additional cost incurred by RSMML in engaging an alternative agency to complete the balance scope of services—over and above the rates or percentage fee originally accepted and contracted with the defaulting Consultant—shall be recovered entirely from the defaulting Consultant.

4.23.4 For the purpose of establishing this cost differential, the formal agreement signed by RSMML with the substitute agency shall be treated as final and binding evidence of the prevailing market cost.

4.23.5 RSMML shall have the right to recover the calculated risk-and-cost dues through any of the following administrative and financial mechanisms:

i) Deduction from any outstanding running bills or milestone payments due to the defaulting Consultant under this contract or any other contract running within RSMML.

ii) Encasement and forfeiture of the upfront Performance Security and accumulated Retention Money sitting with the department.

iii) Direct legal recovery proceedings or land revenue recovery actions if the outstanding risk-and-cost differential exceeds the security values available with RSMML.

4.23.6 Upon invocation of this clause, the defaulting Consultant is contractually bound to immediately surrender and deliver all preliminary design calculations, site survey data, 3D structural modelling soft files, and partially completed layouts to the Engineer-in-Charge. This ensures the alternative agency can resume the assignment for "Phosphate Bhawan" without technical interruption.

4.24 RECOVERY OF CLAIM AGAINST THE CONSULTANT

4.24.1 Whenever any claim for the payment of a sum of money arises out of or under this contract against the Consultant (Architect / Architectural Firm), RSMML shall be entitled to recover such sum, either in whole or in part, by deducting the required amount from any progressive milestone invoices, running bills, or dues then due, or which at any time thereafter may become due to the Consultant under this contract.

4.24.2 If the outstanding bills or milestone dues are insufficient to cover the full claimed amount, the balance sum shall be recovered by encashing, invoking, or deducting from the upfront Performance Security or progressive Retention Money deposited by the Consultant and lying in the custody of RSMML.

4.24.3 In the event that the security deposits and outstanding contract bills are still inadequate to satisfy the full claim of RSMML, the remaining balance shall be recovered from any other money, pending bills, or security deposits due to the same Consultant under any other contract signed or running with Rajasthan State Mines and Minerals Limited (RSMML) or its subsidiary units.

4.24.4 No interest shall be payable by RSMML to the Consultant on any security deposits or running bill amounts withheld or set off under the provisions of this clause.

4.24.5 If the claim cannot be fully adjusted or recovered through the administrative and financial mechanisms outlined in Sub-Clause 1 and 2 above, the outstanding balance shall be treated as a debt due to RSMML.

4.24.6 RSMML shall reserve the absolute right to recover the remaining claimed amount through formal legal proceedings, civil litigation, or as an arrear of land revenue under the applicable statutory provisions of the State of Rajasthan.

4.25 COMPLETION CERTIFICATE

4.25.1 Upon the successful fulfilment of all technical obligations, delivery of all milestone design portfolios, and completion of field-supervision stages under this contract, the Consultant (Architect / Architectural Firm) shall submit a formal written application to the Engineer-in-Charge for the issuance of a Completion Certificate.

4.25.2 Before a Completion Certificate can be processed, signed, and issued by the company, the Consultant must demonstrate that they have successfully submitted and secured approval for all the comprehensive "As-Built" architectural layouts, structural design files, and complete MEP/Fire Life Safety utility grids in both print-ready hard copy sets and editable soft-file formats.

4.25.3 Within fifteen (15) calendar days from the receipt of the Consultant's application and final deliverables package, the Engineer-in-Charge shall scrutinize the submissions. If the deliverables are found complete and technically compliant with the tender scope, the Competent Authority of RSMML shall issue a formal Final Completion Certificate.

4.25.4 The issuance of the Completion Certificate shall mark the formal closing of the active execution phase of the contract and shall establish the baseline date for the start of the 12-month Professional Liability Period. It is an absolute prerequisite for the release of the final payment and the return of any retained performance deposits, subject to the deductions as per the contract.

4.26 APPEALS

4.26.1 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 given 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.

4.27 DISPUTE & JURISDICTION

4.27.1 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the company shall be final and binding.

4.27.2 No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this bid.

4.27.3 The Consultant shall not stop or abandon the work due to and during the pendency of such disputes or differences.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 INTELLECTUAL PROPERTY & OWNERSHIP OF DOCUMENTS

5.1.1 All conceptual plans, master layouts, architectural elevations, 3D renders, structural engineering analysis files (including soft models generated via STAAD.Pro, ETABS, or equivalent software), MEP grids, plumbing networks, and cost estimation dossiers prepared by the Consultant under this contract shall become the sole and absolute intellectual property of RSMML.

5.1.2 Upon the completion of milestone stages or the termination of the contract, the Consultant shall unconditionally hand over all editable native soft files (e.g., .dwg for AutoCAD, .std for STAAD, .edb for ETABS) along with print-ready .pdf copies to the Engineer-in-Charge.

5.1.3 The Consultant shall not use, replicate, publish, or transfer any design, drawing, or structural asset created specifically for this project to any third party or for any other assignment without securing prior, explicit written permission from the competent authority of RSMML.

5.2 PROFESSIONAL DESIGN LIABILITY AND PROFESSIONAL ACCOUNTABILITY PERIOD

5.2.1 The Consultant shall remain professionally and legally liable for the technical accuracy, structural stability, and functional accuracy of all designs, blueprints, calculations, and BOQ items supplied under this contract.

5.2.2 The Consultant shall be bound by a Professional Design Liability Period of twelve (12) months starting from the date of final physical completion of main construction contract.

5.2.3 If any mathematical error, design omission, foundation calculation oversight, structural inadequacy, MEP calculation flaw (including HVAC capacity shortfalls), or design deficiency is detected in the drawings or specifications during the Construction supervision phase or within the 12-month Professional Liability Period, the Consultant shall be bound to rectify, redesign, and re-issue the corrected "Good for Construction" (GFC) drawings within seven (7) calendar days of notification at no extra cost to RSMML.

5.2.4 Any financial loss, structural failure, or contractual claims from the construction agency arising solely out of proven negligence, mathematical error, or design fault on the part of the Consultant shall be recovered from the Consultant's unpaid invoices and/or Security Deposit, without prejudice to RSMML’s right to seek alternative legal remedies.

5.3 SITE LOGISTICS, SITE VISITS, & WORKSPACE ACCESS CONTROLS

5.3.1 The Consultant, their field surveyors, and technical experts must adhere to all statutory safety protocols, including the mandatory use of Personal Protective

Equipment (PPE) such as safety helmets, reflective jackets, and steel-toe industrial boots during field operations.

5.3.2 The Consultant must submit the valid government identification credentials (Aadhaar/PAN) and professional credentials of their field team to the Engineer-in-Charge prior to any scheduled site visit.

5.3.3 No separate Out-of-Pocket Expenses (OPE), per-diem allowances, transit fuel charges, or boarding/lodging expenses shall be paid by RSMML for these visits. All transport and field logistics costs must be factored directly into the consultant's baseline financial bid.

5.4 INTERPRETATION AND DISPUTES:

5.4.1 In the event of any technical ambiguity regarding architectural interpretations, line measurements, or scope alignment during the progress of the active design or construction supervision phases, the decision and professional interpretation of the Engineer-in-Charge shall be binding, final, and conclusive on both parties, within the legal boundaries of the RTPP framework.

5.5 TECHNICAL EXAMINATION & AUDIT

5.5.1 RSMML reserves the absolute right to subject the Consultant’s (Architect / Architectural Firm) designs, structural calculations, cost estimates, and billing milestones to independent internal or external technical examinations and financial audits at any stage during the currency of the contract, or within a period of three years from the date of issuance of the Final Completion Certificate. If, as a result of such technical examination or audit, it is discovered that any overpayment has been inadvertently made to the Consultant that were not fully compliant with the tender scope; then, the Consultant shall be contractually bound to refund the excess amount or pay for the rectification costs within fifteen days of receiving a formal demand notice from RSMML. RSMML shall have the right to recover any sum detected as overpaid or mathematically inflated during an audit by making appropriate deductions from the Consultant's outstanding running bills, progressive Retention Money, or by invoking the upfront Performance Security.

UNDERTAKING:

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the bid document as token of acceptance of all terms& conditions of this bid.

For & behalf of the bidder as token of acceptance of bid.

Signature of bidder with name& address.

TECHNO-COMMERCIAL OFFER

Form A

General Information about the Bidder

Name and address of Bidder				
Name of Contact Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	2022-23	2023-24	2024-25	2025-26
Name & Address s of Banker(s)				
PAN No,				
GST Identification No.				
PF Account number				
If bidder is in any other business also Please specify				
Status of registration under MSMED (Micro, Small and Medium Enterprises Development Act, 2006) Act along with copy of certificate. (If Yes; Please mention registration no. & enclose certificate copy)				
Others (specify)				
Bank details of RTGS 1. Complete Bank Account No. 2. IFSC/NEFT Code of Branch 3. Name of Bank & Branch				

(Signature of Bidder with seal)

TECHNO-COMMERCIAL OFFER

Form 'B'

Name of work: Hiring Services for providing Comprehensive Architectural, Structural, and MEP Design for the Construction of a New Administrative Building for SBU & PC Rock Phosphate at Jhamarkotra Mines, Udaipur

Tender: RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026

1. PRE- QUALIFYING CRITERIA – Financial Turnover

Financial Year	Details of Turnover
2022-23	
2023-24	
2024-25	
2025-26	

Note:

1. Self-attested copy of CA certified Balance Sheets demonstrating minimum turnover of Rs. 3.88 Lakh in any one year.

2. PRE- QUALIFYING CRITERIA – Technical Capabilities

(a) Registration no. of Council of Architecture (CoA), India: ______________________

(b) Experience of executing similar nature contract*

S.No.	Details of contract	Name of organization where services were provided	Actual amount of remuneration	Actual time period of services provided

* **Contract of Similar Nature** is defined as comprehensive architectural and structural consultancies for construction of building or building complex.

Note:

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

Signature of bidder with address.

Form 'C'

DECLARATION

(*On the letter head of the bidder firm*)

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

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

Signature with name & seal

Date
Place

PRICE-BID
<u>To be submitted strictly online in the prescribed format provided at https://eproc.rajasthan.gov.in</u> **RAJASTHAN STATE MINES & MINERALS LIMITED**
(A Government of Rajasthan Enterprises)
<u>FORM OF 'G' SCHEDULE</u>
Name of Work: Hiring Services for providing Comprehensive Architectural, Structural, and MEP Design for the Construction of a New Administrative Building for SBU & PC Rock Phosphate at Jhamarkotra Mines, Udaipur **Tender:** RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026 **Time Period:** 3 Months (Part-A: Design Phase) & 18 Months (Part-B: Construction supervision phase)

S. No.	Description of Services	Unit	Amount (in Rs.; Excl. GST)
1	**PART-A: FIXED LUMP-SUM CHARGES FOR DESIGN & BIDDING PHASE** Comprehensive Architectural planning, 3D renderings, complete Geotechnical/Structural engineering designs, integrated MEP grids (Centralized HVAC, LAN, Electrical, Plumbing), Rooftop Rainwater Harvesting layouts, and statutory Fire Life Safety (FLS) blueprints matching NBC codes. This also includes drafting the detailed construction tender document (NIT, BSR-mapped BOQ, GCC, SCC) and providing pre-bid assistance to the department.	Fixed Lump-Sum	
2	**PART-B: PERCENTAGE FEE FOR SUPERVISION & QUALITY CONTROL** Supervision of construction work of “New Administrative Building”	**................... %** *(Percentage of Construction Contract value, assuming* ***notional figure**** *of Rs.388 Lakh; excl. GST)*	
	Total Amount (in Rs.; Excl. GST)		

Notional figure is for the purpose of calculating lowest total amount and thereby determination of L1 bid.

Note:-

1. The lump sum price shall include cost of all services included in the scope of works under the heading Part-A and other heads as stipulated in the tender documents, drawings, specifications and to complete the subject work, irrespective of whether all the activities are categorically listed out/brought out elsewhere or not.

2. The supervision charges under the heading Part-B are to be quoted separately as (Percentage of Construction Contract value, assuming notional figure of Rs.388 Lakh; excl. GST).

3. The bidder is to note that Part-A is not an item rate contract. All activities which deemed to be performed, and executed by the Consultant as stipulated in the tender and its cost thereof should be covered suitably & appropriately assigned to various available heads & categories. Non-familiarity and non-identification of any works will not be considered a reason either for extra claims or not carrying out the works in strict conformity as per specifications, scope of work, drawings, and instruction of owner's representative.

4. The lump sum price indicated above are inclusive of all applicable taxes, duties, levies, travelling, lodging, boarding, documentation, communication and site expenses etc. but exclusive of GST. The price will remain firm & fixed.

5. Total prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluating the bids.

6. The rates and values quoted under both items shall remain firm, fixed, and all-inclusive for the entire currency of the contract and any extended periods granted by the department.

7. The financial quotes submitted by the bidder under this spreadsheet must be strictly exclusive of Goods and Services Tax (GST). Statutory GST (currently applicable at 18%) shall be paid extra over and above the accepted contractual fees upon the submission of valid Tax Invoices.

Signature with seal of Bidder

Annexure-A

Compliance with the Code of integrity and No conflict of Interest

Any person participating in a procurement process shall:

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

(c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.

(f) not obstruct any investigation or audit of a procurement process.

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

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

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

i. A bidder may be considered to be in Conflict of Interest with one or more parties in bidding process if, including but not limited to:

a. have controlling partners/shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure-B

Declaration by the Bidder regarding Qualifications

<u>Declaration by the Bidder</u>

In relation to my/our Bid submitted for procurement in response to their Notice Inviting Bids I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Place

Signature of bidder
Name:
Designation:
Address:

Annexure-C

The designation and address of the First Appellate Authority is –

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

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

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -
(a) determination of need of 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 nonrefundable.
(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.

Form No.1

(See rule 83)

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

Annexure-D

Additional conditions of Contract

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

   i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

   ii. if there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

   iii. if there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. **Procuring Entity's Right to Vary Quantities**
   (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

   (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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

Annexure – E

AFFADAVIT

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

Tender: RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026

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

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

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 Meera Marg, Udaipur – Raj – 313004 along with Bid fees, processing fees and EMD.

Annexure – F

AFFADAVIT

(On non-judicial stamp paper worth Rs50/-)

Tender: RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026

Name of Bidder...………..
I..S/o Shri..aged................Years,
resident of...on behalf of the
bidder i.e. M/s...hereby undertake oath
and state as under:

1) I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of bided work.
2) I/we have not been banned/suspended/de-listed by RSMML.
3) I/we declare that I/we have not mentioned any exception/deviation of the bid conditions in our offer.
4) I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
5) That we are registered under MSMED Act & registration number of the firm is...................................(Copy enclosed) or that we are not registered under MSMED Act.
6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the bid document and all terms& conditions of this bid and these are acceptable to we/us.
7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms & conditions mentioned therein are acceptable to we/us.
8) I 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 Bidder(s)
With Seal

Date: --------------
Place: -------------

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML, 4 Meera Marg, Udaipur – Raj – 313004 along with Bid fees, processing fees and EMD.

ANNEXURE-G

Tender: RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G____________________________ Dated __________________________

Contact details of BG issuing Banker:

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

Contact details of Banker's local branch at Udaipur:

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

This Deed of Guarantee executed between __________________________ having its registered office at (mention complete postal address with contact nos./mail address etc.)_________ and its head office at (mention complete postal address with contact nos./mail address etc.)___________________________ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act, 1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees (hereinafter called 'the company').

Whereas the Company having agreed to exempt M/s. _______________ a company/partnership firm ________________ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Consultant/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. _____________ dated ________________ issued in favour of the Consultant/supplier/RC holder, hereinafter called the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. ______________(Rs. _____________________) being Contract.

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

1. We, ___________________ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____________ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Consultant/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.
2. We,_______________ (bank) do hereby undertake without any reference to the Consultant/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Consultant/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Consultant/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said Consultant's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. ________________.
3. We, ________________(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said Consultant/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before___________(scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.
4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Consultant/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Consultant/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made

on the bank by you and even before any legal or other proceedings taken against the Consultant/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office ____ ____(specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, ___________________(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Consultant/supplier/RC and to for bear or enforce any of the terms and conditions relating to the Purchase Order/and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Consultant/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.
6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the Consultant/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. __________________ is made by the Bank.
7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the Consultant/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We,__________________(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the 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 only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

IN WITNESSETH I, HEREBY _________________ SON OF ____________(designation)____________(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _________________executed at ____________ this the ________________ day of _____________2026.

Annexure-H

Tender: RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026

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

List of Scheduled Public Sector Banks

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

List of Scheduled Private Sector Banks

S.No.	Name of the Bank
1.	Axis Bank Limited
2.	Bandhan Bank Limited
3.	CSB Bank Limited
4.	City Union Bank Limited
5.	DCB Bank Limited
6.	Dhan Laxmi Bank Limited
7.	Federal Bank Limited
8.	HDFC Bank Limited
9.	ICICI Bank Limited
10.	IndusInd Bank Limited
11.	IDFC FIRST Bank Limited
12.	Jammu & Kashmir Bank Limited
13.	Karnataka Bank Limited
14.	Karur Vysya Bank Limited
15.	Kotak Mahindra Bank Limited
16.	NaiNIBal 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

Annexure –I

Tender: RSMM/CO/GGM(Cont)/Cont-16/2026-27 Dt. 14.08.2026

Format of Undertaking

(on non-judicial stamp paper of appropriate value)

Name of Consultant/supplier………………………………………………………………….. I…………………….S/o…………….Sh……………….aged……...years…………….resident of…………………………………………….On behalf of…….i.e. M/s ……………………………….hereby undertake that I have submitted bank guarantee Bearing BG no. …………………for amount Rs. ………………………..issued by …………bank having branch ………………………………………………for the work of ……………………………………………………….…(reference of bid & work).

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

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

Place:
Date: