



**Rajasthan State Mines & Minerals Ltd.
(A Government of Rajasthan Enterprise)
4, Meera Marg, UDAIPUR 313 004**

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

**E-TENDER For
Appointment of Mine developer and
operator for Mining and Marketing of
Mineral Sandstone from B-Block of Lease
area,village Paharpur,Tehsil: Roopwas,
Distt:Bharatpur, Rajasthan
Area: - 98.9741 Hectare**

Cost of Tender Document: Rs. 4720 /- (inclusive of GST)

Date of Downloading of Tender: From 28.03.2025 to 29.04.2025 up to 1.00 P.M. Pre-

Bid Meeting: on 15.04.2025 at 11:00 AM at RSMML, Corporate office, Udaipur Last Date

of Online Submission of Tender: Dated 29.04.2025 up to 3.00 PM

Date of Opening of Techno-commercial Part (Part I): Dated 30.04.2025 at 3:30 PM

Issued by

Group General Manager (Contract)

Rajasthan State Mines & Minerals Ltd.,

4-Meera Marg, Udaipur-313004, Rajasthan.

Phone: 0294 - 2428743, 2428764-67, Fax: 0294 - 2428739

E-Mail: contractsco.rsmml@rajasthan.gov.in,

Web Site: www.rsmm.com

DISCLAIMER

The information contained in this **E-Tender** whether documentary or any other form by or on behalf of RSMML is provided to Bidder(s) on the terms and conditions set out in this tender. This tender is not an agreement and is neither an offer by RSMML to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in making their offer pursuant to the "Bid". This tender includes statements, which reflect various assumptions and assessments arrived at by RSMML in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for RSMML to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender and obtain independent advice from appropriate sources. Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RSMML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. RSMML makes no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. RSMML also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. RSMML may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that RSMML is bound to select a Bidder and RSMML *reserves the right to reject* all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by RSMML, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RSMML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Corporate Office : 4- Meera Marg, Udaipur - 313 001,

Phone: 0294-2427177, 2428792, 2428763-67, fax 0294-2428768, 2428739

Email: contractsco.rsmml@rajasthan.gov.in

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

e-DETAILED NOTICE INVITING TENDER

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in> for following works from Competent Individual/Firm/Companies

Brief Description of work	Period of Contract	Estimated value of contract	Bid security / EMD (Rs.)
Appointment of Mine developer and operator for Mining and Marketing of Mineral Sandstone from B-Block of Lease area,village Paharpur,Tehsil: Roopwas, Distt:Bharatpur, Rajasthan Area: - 98.9741 Hectare	60 months	Rs. 177.79 crore	Rs. 3.56 crore DD/BG
Cost of tender document is Rs 4720 (inclusive of GST) is payable in cash or by D.D. in favour of "RSMM Ltd., Udaipur.			
Processing Fee	Rs.2500- payable by D.D. in favour of MD,RISL payable at Jaipur.		
Period of downloading of documents	From 28.03.2025 to 29.04.2025 up to 1.00 P.M.		
Date & time of Pre bid Meeting	on 15.04.2025 at 11:00 AM at RSMML, Corporate office, Udaipur		
Last date & Time of online Submission of Offer	Dated 29.04.2025. up to 3.00 CO PM.		
Date of opening of opening of techno Commercial Offer	Dated 30.04.2025 up to 3.30 PM. at C.O., Udaipur.		

Tendered shall be pre qualified on the basis of criteria mentioned below

- The bidder/s should have a minimum turnover of Rs. 15.50 Crore (Rupees Fifteen Crore and fifty lacs only) in any of the last three financial years *i.e.* 2021-22, 2022-23 & 2023-24.
- The minimum net worth of the bidder should be Rs. 3.85 Crore (Rs. Seven Crore and Seventy Lakh) in last financial years *i.e.* 2023-24.
- The bidder/s should have experience of mining/ processing / marketing of dimensional stones of at least 25,000 MT Per annum in any one of the last three financial years, *i.e.*, 2021-22, 2022-23 & 2023-24.
- The experience certificate regarding production/ dispatch/ work completion, required to be certified by the concerned Mining Engineer/Assistant Mining Engineer of respective, Department of Mines & Geology. In case of experience of processing / marketing of dimensional stones, certified copies of supply orders duly supported by valid payment details / balance sheet /GST *etc.* should be submitted.

Note: The interested parties are advised to check their eligibility. The bidder/s should submit supporting documents with respect to each of the qualifying conditions, as above to clearly establish their eligibility.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in electronic form as prescribed in the tender form. Tender 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 contractors", "information about DSC", "FAQs" and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

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

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

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

The bidding company/bidding JV/Consortium, the lead member should designate one person with Power of Attorney to represent in the bidding Company / Bidding Consortium in its dealings with RSMML. The bidding Company / bidding JV / Consortium shall submit a Power of Attorney on Rs.500/- non-judicial stamp paper authorizing the signatory. The person so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into an agreement on behalf of the bidding company/bidding JV/Consortium.

The Company reserves its right to call for any additional information so as to check the eligibility of the tenderer. Joint ventures/consortiums/partnerships are allowed to participate in this tender subject to the joint & several responsibilities; in such cases the cumulative turnover of partners/members should be considered.

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

Tenderer(s) (including any partner/member of JV/Consortium), who have been banned/suspended by the Company or any State/Central Government Organization/Department shall not be eligible to participate in this tender/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 tenders without assigning any reason whatsoever.

Group General Manager (Contract)

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

SECTION- I

1.1 Background

Rajasthan State Mines and Minerals limited (RSMML) is one of the leading and progressive enterprises of the Government of Rajasthan. It occupies a place of pride in production and marketing of non-metallic minerals of India. RSMML is multi mineral and multi-location enterprise engaged in mining of Rock Phosphate, Gypsum, SMS/Cement/Chemical Grade Limestone, Gypsum and Selenite. RSMML is not only the leader in Mining & Selling of Rock Phosphate, but also global pioneer in technology in open cast mining and mineral beneficiation of Carbonate Rock Phosphate. Besides minerals, RSMML has also forayed into Energy Sector and has setup 106.3 MW installed capacity Wind Power Project at Jaisalmer, Rajasthan and 5 MW Solar Project at Gajner, Bikaner.

1.2 Purpose of Tender :-

Online tender is invited in electronic form through <https://eproc.rajasthan.gov.in>, for following work:-

The company has envisaged appointment of mine developer and operator for mining & marketing/sale of Sandstone from B-Block of Lease area (98.9741 Ha.), village Paharpur, Tehsil: Roopwas, Distt: Bharatpur, Rajasthan Accordingly, RSMML invites tender from prospective bidders for entering into an agreement for a minimum period of 05 years with the provision of an extension of further 02 more years which shall be at sole discretion of RSMML, to develop and operate area of mineral Sandstone Mines, village Paharpur, Tehsil: Roopwas, Distt: Bharatpur, Rajasthan with execution and compliances of various statutory authorities.

1.3 Location& Status of the Sandstone Lease Area:

RSMML has been issued Letter of Intent (LoI) by Govt. of Rajasthan for grant of mining lease area of mineral Sandstone of 98.9741 Hectare area in B-Block at Village-Paharpur, Tehsil: Roopwas, Distt: Bharatpur. The interested parties are advised to visit the Mining lease area to assess the quantum & quality of Sandstone available in the lease area.

1.4 Online Tender to be furnished.

Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in electronic form as prescribed in the tender form. Tender 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 contractors", "information about DSC", "FAQs" and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering 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 tender.

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

1.5 Bid Security:

- (i) The tenderer must pay bid Security as per DNIT in the form of crossed demand draft (having validity of three month) in favour of "RSMML" and drawn on any bank payable at Udaipur and the same shall be submitted as detailed above in original, failing which the bid shall be liable to be rejected.
- (ii) In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 6 months plus grace period of 03 months issued in favour of RSMML by any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG. Original BG for bid Security shall be required to be deposited by the tenderer on or before the last date of submission, failing which the bid shall be liable to be rejected.
- (iii) The bidder may also deposit the bid security by way of online transfer of prescribed amount (as per DNIT) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:
 - (iv) NAME : RAJASTHAN STATE MINES AND MINERALS LTD
 - BANK NAME : IDBI BANK
 - BRANCH : SAHELI MARG, UDAIPUR
 - ACCOUNT TYPE : CURRENT
 - ACCOUNT NO. : 050102000002202
 - IFSC CODE : IBKL0000050
- (v) A copy of transaction details of transfer of fund shall be uploaded/ furnished by the bidder to the company with their bid.
- (vi) No interest shall be paid by the company on the Bid security so deposited by the tenderer. The Bid security of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The bid Security of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful tenderer. The bid Security deposited by the successful tenderer will be refunded after submission of SD till the time the successful bidder is require to extend the validity of BG , but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.
- (vii) The bid Security of a tenderer shall be forfeited in the following cases:-
 - a) If the tenderer withdraws or modifies the offer after submission of the tender.
 - b) If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/DLOA issued in favour of tenderer.
 - c) If the successful bidder does not execute the agreement, in the prescribed form within one month of the date of work order/DLOA issued in favour of tenderer.
 - d) If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
 - e) If the successful bidder fails to commence to work within the stipulated period.
 - f) If the successful bidder does not extend the validity of BG of bid security till submission of performance guarantee.

1.6 Pre bid Meeting: -

RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/queries raised by the bidders on this Tender. The meeting will be held at **RSMML, Corporate office, Udaipur on 15.04.2025 at 11:00 AM**. Bidders are also advised to send their queries in advance and addressed to GGM (Contract), RSMML, Corporate Office, 04, Meera Marg, Udaipur-313004 so as to reach at least seven (7) days before the scheduled date of the pre-bid meeting. Bidders are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the Bidders are requested to confirm their participation.

1.7 Last date for submission of offer: -

The tender is to be submitted online only and should be submitted on or before the prescribed date & time online. Any Bid after the deadline prescribed due to any reason whatsoever will not be accepted.

1.8 **Time Schedule**

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in>,

The time schedule for bid process is as follows:

Issue of Tender document	28.03.2025
Pre-Bid Meeting	on 15.04.2025 at 11:00 AM at RSMML, Corporate office, Udaipur
Last Date & Time for online submission of Bid	Dated 29.04.2025. up to 3.00 PM
Place of Physical Submission of Tender document fee, processing fees & Bid security	Office of the GGM (Contract) Corporate Office, RSMML 4, Meera Marg, Udaipur - 313 001
Place of Opening of Bids	Office of GGM (Contract) Corporate Office, RSMML 4, Meera Marg, Udaipur - 313 001
Date & Time of Opening of Part-I	30.04.2025 at 3:30 PM
Date, Time & Place of Opening of Financial Bids	To be notified later to the eligible bidders
Address for further query	GGM (Contract) Corporate Office, RSMML 4, Meera Marg, Udaipur - 313 001 Email: contractsco.rsmml@rajasthan.gov.in Website: www.rsmm.com

SECTION-II

DEFINITION AND DECLARATION BY THE BIDDER

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

- 21.1 “Accredited representative of Bidder”** means a person duly authorized by the bidder to receive information and instructions from the company for the project.
- 21.2 “Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in office.
- 21.3 “Appointing Authority”** shall mean the Managing Director of the company.
- 21.4 “Group General Manager, SBU&PC”** shall mean Group General Manager / In-charge of RSMML's SBU & PC or his successors in office so designated by the company.
- 21.5 “Agent”** shall mean the person designated for mines under applicable statutory provisions so notified by the company.
- 21.6 “Mines Manager”** shall mean the person appointed under Mines Act 1952 for company's Paharpur Sandstone Mines.
- 21.7 “Nodal Officer/ EIC (Engineer In-charge)”** shall mean the officer of the Company specifically authorized for enforcing the agreement on behalf of the Company.
- 21.8 “GGM (Contract)”** shall mean In-charge of Contract Division C.O. Udaipur or his successors in office so designated by the company.
- 21.9 “Mines”** shall mean Company's Paharpur sandstone mines, B-Block of Lease area (98.9741 Ha.), village Paharpur, Tehsil: Roopwas, Distt: Bharatpur, Rajasthan.
- 21.10 “Area”** shall mean lease area of Paharpur sandstone mines Mining Lease of RSMML.
- 21.11 “Bidder”** shall mean an entity, whose bid has been received by the Company and shall include his/its/their legal representatives, administrations, successors, and executors.
- 21.12 “Facilitation Fees”** shall mean an amount quoted and payable by bidder to RSMML on per MT Sandstone dispatched from the area as quoted by the bidder in the price format inclusive of mining cost, but exclusive of Royalty, Contribution towards DMFT, Contribution to Rajasthan State Mineral Exploration Trust (RSMET), TCS, GST & other levies/taxes applicable at the time of dispatches.
- 21.13 “Successful Bidder”** shall mean the bidder declared successful as a result of the bidding process and with whom the Supply Agreement is signed.
- 21.14 “Letter of Acceptance (LOA)”** shall mean intimation by RSMML vide letter/email/ fax to bidder that their bid has been accepted.
- 21.15 Detailed Letter of Acceptance (DLOA)”** shall mean confirmation letter from RSMML for commencement of work to be communicated separately.
- 21.16 “Agreement”** shall mean the supply Agreement signed between the RSMML and the selected bidder for supply of Sandstone.
- 21.17 “Alteration/ Variation Order/ Amendments”** means, any order/ amendments issued by in writing by Group General Manager, SBU&PC (Lignite), Jaipur to the bidder from time to time to effect additions to, or deletions from and/or alteration to work as per Agreement.
- 21.18 “Approved”** shall mean approved in writing by the Company or any other officer so designated by

the Company.

21.19 “Overburden/Inter-burden” (OB/IB) shall mean the top soil &/or intermediate non-saleable rock

21.20 “Contract Release Order” (CRO) Contract Release Order is a document which shall be issued against the advance payment of facilitation fee deposited/furnish by successful bidder against the sale of sandstone.

21.21 “Sandstone” shall mean the finished product/mineral extracted from mines.

21.22 “SBU” shall mean SBU & PC of any division of RSMML having its office at respective place.

The meaning of word enclose/submit of any documents shall generally means to upload the attested scanned copy of the same on e-procurement site unless clearly specified to send original document in physical form.

2.2 INTERPRETATIONS:

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

22.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. If there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the GGM of SBU & PC Lignite of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

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

22.8 The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.

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

22.10 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.

- 2211** 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.

2.3 Declaration by the Bidder

The bidder has to declare the following on its letter head, under his signatures and seal:

- 231** We do hereby confirm and declare that we have independently inspected Mining lease of RSMML. We have obtained all relevant and necessary information, data, particulars, working conditions, facilities, availability of surface & Subsurface water, existing industrial environment etc. which are directly or indirectly related to scope of work.
- 232** We have assessed and satisfied our self as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the tender document, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of land, and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.
- 233** We have read & hereby accepted our role, responsibility & obligations under the Bid Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.

Signature of Bidder with office seal

(Indicate capacity of the Bidder)
Partner/Manager/Director

Date:
Place

SECTION-III

INSTRUCTIONS TO BIDDERS

3.1 Submission of Bids

Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.

3.2 Instructions to the Tenderer & General Conditions

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

defect, omission or errors that may be found in the documents.

- vii. The tenderer, at his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store god owns etc and all other factors involved in the proper execution of works. The unit In charge of work site may be contacted to familiarize with the work including visit to work site.
- viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.
- ix. 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.

3.3 Tender Procedure

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

3.4 Tender Document Fee

The Tender document fee of Rs. 4720/- (inclusive of GST) shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.5 e-tendering processing charges

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

Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of submission.

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

3.6 Part I - "Techno Commercial offer"

The bidder shall upload the following documents with techno commercial offer:

- 3.6.1** Details of Bidder as per **Annexure-I**.
- 3.6.2** Details of Bank Guarantee (B.G.) as per **Annexure -II**.
- 3.6.3** Undertaking in reference to Bank Guarantee in the given format as per **Annexure - III**.
- 3.6.4** Declaration as per RTPP Act & Rules - **Annexure - IV, V, VI & VII**.
- 3.6.5** Letter of submission of bid as per **Form-A**.
- 3.6.6** Details of the bidder in **Form 'B'**. Proof of status of bidder Company by way of Memorandum & Article of Association/ Registered Partnership deed etc. duly attested by the gazetted officer/ notary public.
- 3.6.7** A declaration that price bid is in the prescribed format and no conditions are mentioned along with it as per **Form-C**.
- 3.6.8** Exceptions & Deviations as per bid conditions in **Form-D**. Exception and deviations made elsewhere in the offer shall be ignored. However, it will be desirable that deviations are avoided as far as possible and rate offer be made based upon terms & conditions of Tender. No exception and deviation or any condition should be mentioned in price bid. The exceptions & Deviations, if mentioned by the bidder shall be accepted/rejected by RSMML at its sole discretion.
- 3.6.9** Power of Attorney in favour of the authorized representative signing the bid as per **Form-E**.
- 3.6.10** Complete set of bid document (Original Copy) including Tender as issued and duly filled in and signed with company seal on each page by the bidder as in token of acceptance of terms and conditions of this bid.
- 3.6.11** Any other relevant document/ information in support of tender.

3.7 Part II - "Financial Offer"

- 3.7.1** The bidder is required to quote rates in Rupees per MT basis. The 'Price Bid' shall be submitted **online** in the prescribed format as per **Form-F** only for facilitation fee comprising mining, sale & miscellaneous work as detailed in the tender document.
- 3.7.2** While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- 3.7.3** The successful bidder will be selected on the basis of the highest facilitation fees quoted by the bidders & the same shall be the basis for determination of H-1 bidder.

- 3.7.4** Facilitation fee is to be quoted strictly in the price format online. The bidder shall quote bid in multiple of Re.1/- (One Rupee) Per MT only. (Bidder shall not quote in paisa).
- 3.7.5** The quoted rates are inclusive of mining charges, but exclusive of Royalty, Addl Royalty, contribution towards DMFT, Contribution to Rajasthan State Mineral Exploration Trust (RSMET), TCS, GST & other levies/taxes applicable at the time of dispatches. All taxes, duties, and any other levies *etc.* as applicable will also be payable by the bidder. Any revision/new imposition of duties, taxes, levies *etc.* as and when made applicable by the Government shall be paid by the successful bidder from the date of applicability and without any demur, dispute, and protest.

3.8 All Pages to be initialed.

- 3.8.1** All signatures in bid documents shall be dated as well as stamped. The pages of all sections of bid documents shall be initialed at the lower right-hand corner and signed wherever required in the bid papers by the bidder or by a person holding power of attorney authorizing him to sign on behalf of bidder before submission of the bid
- 3.8.2** The bid shall contain the name and place of business & other details as per **Form-B**.

3.9 Validity

- 3.9.1** Bid submitted by bidder shall remain valid for acceptance for a period of 180 days from the date of opening of Techno Commercial Offer (Part-I). The bidder shall not, during the said period of 180 days revoke, cancel and/or withdraw his bid nor shall he make any variation therein. In case of bidder revoking, cancelling and/or withdrawing his bid or suo-moto varying any term in respect thereof, the earnest money deposited by him along with bid shall stand forfeited.
- 3.9.2** 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's response shall be made in writing. The bidder if agreeing to the request will not be permitted to modify its bid.

3.10 Addenda/Corrigenda

- 3.10.1** Addenda/corrigenda to the bid documents may be issued to clarify documents or to reflect modifications in the design / drawing, specifications, Agreement terms etc.
- 3.10.2** 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 documents.

3.11 Security Deposit

- 3.11.1** The successful bidder shall furnish a Security Deposit equal to 10% of the total contract value through Demand Draft / Bank Guarantee in favour of RSMML, Udaipur, within 30 days of the issuance of DLOA, for due fulfillment of all or any of the terms & conditions of the contract in any of the following manners mentioned below:
- 3.11.2** Bank Guarantee (B.G.) (Annexure -II) amounting to 10% of the value of contract in favour of the RSMML Udaipur. The Bank Guarantee shall be provided only in the approved format of the company from any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its branch at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25000/- or on appropriate value of stamp paper as per prevailing stamp act on the date of issue of BG. Bank Guarantee shall be valid for the entire period of the contract and extended period, if any plus six months. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided

always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company. Bidder has to submit a undertaking in reference to Bank Guarantee in the given format (Annexure - III)

- 3.11.3** Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from a schedule bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- 3.11.4** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 3.11.5** 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.
- 3.11.6** All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 3.11.7** In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 3.11.8** In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 3.11.9** In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 3.11.10** No interest is payable on S.D. amount.
- 3.11.11** In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment

due to the contractor.

3.11.12 If the contractor or their employee cause any damage or destroy any property belongs to the company & others during execution of contract the same shall be made good by the contractor at his own expenses and in default thereof, the engineer in-charge may cause the same to be made by other agencies and recover expenses from the contractor.

3.11.13 ADDITIONAL PERFORMANCE SECURITY.-

In addition to Performance Security as specified in rule 75-A 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 Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

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

3.12 Bidder to Obtain Information by His Own

The bidder while making the offer shall for all purposes, whatsoever, be deemed to have himself/ itself independently obtained all relevant and necessary information for the purpose of preparing his bid. The bidder is required to be satisfied in all respect before the submission of offer. The information/details given in the bid document are only to describe magnitude, of work and are for general guidance to the bidder. No guarantee is extended to bidder for completeness or accuracy to the details mentioned in the bid document.

3.13 Opening of the Bid

3.13.1 Opening of Techno Commercial Offer

The- "Techno Commercial part" of the offer will be opened online on the date as mentioned in time schedule of this document. The authorized representative/s of the bidders is at liberty to be present at the time of the opening of the bid. If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

3.13.2 Opening of Financial Offer

The Financial Offer of only such qualified bidders shall be opened on the date & time as decided by RSMML at the office of GGM (Contract). The date of opening of financial offer will be communicated to such bidders.

3.14 SELECTION CRITERIA

3.14.1 The successful bidder will be selected on the basis of the highest facilitation fees quoted by the

bidders & the same shall be the basis for determination of H-1 bidder; however, the company reserves the right to accept or reject any or all the bids, in part or in all, without assigning any reason there to: -

- 3.14.2** Not to accept the highest bid or assign reasons for not accepting the highest bid.
- 3.14.3** To reject the bid, if it is established that the bidder has submitted any wrong/misleading information & forged document along with offer or thereafter.
- 3.14.4** To accept or reject the bid in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or prescribed conditions are not fulfilled.
- 3.14.5** To reject the bid in case it is later found that the bid was submitted by the bidders, who resorted to canvassing, corrupted or fraudulent practices.

3.15 NEGOTIATION

- 3.15.1** Negotiations will be conducted with the H-1 (Highest) bidder only. In case of non- satisfactory achievements of rates from H-1 bidder, RSMML may choose to make a written counter offer to the H-1 bidder and if this is not accepted, RSMML may decide to reject and re-invite fresh tender or to make the same counter-offer first to the H-2 bidder, and so on in order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 3.15.2** In the case, when the quotations given by the tenderer during negotiations is lower than the original quotation of the tenderer then the tenderer will be bound by the higher rate originally quoted by the tenderer
- 3.15.3** In case of negotiations, representatives of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

3.16 PAYMENT TERMS:-

- 3.16.1** Facilitation Fee quoted by the bidder in price format (BOQ) shall be payable to RSMML by the successful bidder on per MT based on the dispatched quantity of the sandstone from weighbridge.
- 3.16.2** Payment of Facilitation fee is to be deposited in advance for the monthly proportionate quantity including applicable Royalty, Additional royalty, DMFT, RSMET, other levies and GST as applicable in favour of RSMML by way of NEFT/RTGS as per bank details provided below: -

BANK DETAILS: -

The bank Account details of M/s Rajasthan State Mines & Minerals Limited, SBU-Lignite Jaipur are: -

Beneficiary	Rajasthan State Mines & Minerals Limited
Bank	ICICI Bank
IFS Code	ICIC0006786
A/C No.	678605000722
MICR Code	496485002

- 3.16.3** Issuance of Contract Release Order (CRO) against advance payment shall be subject to credit of the amount in RSMML's account; and the same shall be adjusted against the sale invoice raised by RSMML.
- 3.16.4** Bidder shall furnish Facilitation Fee to RSMML in 12 installments for 41667 MT on monthly basis to fulfill the Annual Target of minimum 5.00 Lakh MT. On receipt of such payment, RSMML shall issue a CRO to the successful bidders for the required procurement quantity. Dispatches shall be executed at mines according to the CRO. RSMML shall issue invoice against facilitation fee used against the sale of sandstone from Paharpur mines.

- 3.17** **Penalty :-** In case successful bidder fails to sale 5 Lakh MT Sandstone during the year then penalty
@ 10% of applicable facilitation charges shall be charged as penalty on unexecuted quantity on yearly basis. The calculation of penalty shall be applicable from the date of

issuance of DLOA.

3.18 Period of the Agreement

The Time period of agreement shall be **05 year** from the date of issuance of DLOA and the same may be extended at sole discretion of RSMML as per provision of RTPP Act. The bidder will not claim any compensation for non-operation of mines for the period between signing of agreement and getting all statutory clearances from DGMS/MOEF/RSPCB/DMG etc. wherever required for operation of mines.

Note: The commencement of mining activities at the proposed mining area are subject to clearances from concerned authorities. Therefore, under present circumstances, the company Initially will issue letter of acceptance (LOA) to the successful bidder and subsequent to clearance from the concerned authorities for commencement of mining operations, the detailed letter of acceptance DLOA will be issued in favour of successful bidder by the company. All related activities such as submission of SD, Advance monthly Facilitation fee for the proportionate quantity and other statutory payments , commencement of mining activities and period of contract shall be reckoned from the date of issuance of DLOA

3.19 Right To Review Performance:

3.19.1 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute right and discretion may take appropriate action including termination of the contract.

3.19.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company.

3.20 Notification of Award & Signing of Agreement

3.20.1 The bidder, who's Bid has been accepted, will be notified of the award by the Company, through postal communication or communication through e-mail or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Agreement called the "Letter of Acceptances".

3.20.2 The successful bidder shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of issuance of LOA. The cost of execution of agreement including non-judicial stamp paper of appropriate value shall be borne by the bidder.

3.20.3 The Agreement shall consist of -

- I. An agreement on non-judicial stamp paper of appropriate value.
- II. Tender and related documents discussed in the process of finalization of the Agreement.
- III. Letter of Intent/Detailed Letter of Acceptance/Work order.
- IV. All documents related to Security Deposit and/or Additional Security Deposit (if applicable).
- V. Any other document as mutually agreed.

3.21 Maintenance & Submission of Records, Reports & Registers.

3.21.1 The bidder shall have to ensure that its members maintain all records, registers, details etc., as required by the Company and/ or under the various Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable and make available the same to the Company and/ or its

authorized representative at such place & time as may be directed.

3.21.2 Bidder shall intimate the details of the personnel who will be engaged for execution of the work and list of equipment/machinery etc. along with its technical specification proposed to be deployed at site before commencement of the work.

3.21.3 On commencement of work, initial medical examination certificate and training certificate as per vocational training rules applicable for mines, as required is to be submitted.

3.22 Working Hours:

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

3.23 Liabilities in Respect of Bidder's Machinery etc.

3.23.1 FIRE EXTINGUISHERS:

Equipment's deployed by the bidder/s shall be fitted with fire extinguisher/s include refilling if any, of a type approved by the DGMS. The company may not allow deployment of any equipment not fitted with such an automatic fire extinguisher in proper working order. The bidder/s shall take all reasonable precautions to prevent fires of any nature in general & particular in vicinity of his operations shall be responsible for all damages from fires directly or indirectly due to his own activities or to those of his employee or to the activities of its agents or its employees.

3.23.2 DUST SUPPRESSION: (by water sprinkling)

The bidder shall have to take effective measures at its own cost and expenses for suppression of dust generated during the process of overburden removal, backfilling and leveling work etc. in the working areas by means of water sprinkling, or any other suitable method, etc. shall be the borne by contractor so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961/Air (Prevention & Control of Pollution) Act 1981. For this purpose, the bidder will ensure that all dust generation points in the working areas are fully suppressed and so designed and operated so as to ensure dust concentration in air within the limits prescribed under mining & environment laws, including circulars issued from time to time for the purpose by DGMS office, Ministry of Environment & Forest and Rajasthan State Pollution Control Board.

3.23.3 NOISE LEVEL:

The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR-1961, DGMS circular, environmental clearance issued, and consent to operate in this regard. The company may stop operation of any machine the noise level of which is found to be above the prescribed limit.

3.23.4 MINE LIGHTING:

The bidder shall provide & maintain lighting arrangement at working pit/s of the mine as per provisions of MMR-1961 and DGMS circular issued in this regard.

3.23.5 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

3.23.6 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

3.23.7 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the contract, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

3.23.8 PROTECTION OF WORK:

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

3.24 Other Responsibilities of Contractor

- 3.24.1 Weight of finished product dispatched as recorded at the specified weighbridge of the Company and/ or other notified weighbridge shall be taken & treated as final for the purpose of this contract.
- 3.24.2 Weighment and Rawanna generation is in control and supervision of RSMML. The contractor may require to get registration with DMG under RMMCR-2017 as per latest amendment issued under RMMCR-2017. This formality is required to obtain by the bidder at its own cost and maintained all records as per DMG requirement. Without it, the dispatches from the mines may not be allowed by RSMML. The bidder shall intimate to RSMML about the location where the material shall be dispatched from the mines. For transportation/dispatch of royalty paid mineral, e-Transit Pass/e-Way bill shall be issued to the registered dealer i.e. bidder by DMG. For the purpose if any payment applicable then the same shall be made by bidder.
- 3.24.3 The bidder shall be responsible for providing shelter, accommodation, drinking water, medical aid etc. to his /their employees at his own cost.
- 3.24.4 The bidder shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- 3.24.5 The bidder shall be responsible & liable for any accident & /or damage to equipment's,

employees or any other third parties at the mine in course of performance of the job under this contract & consequence claims.

3.24.6 The bidder shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.

3.24.7 The bidder alone shall be responsible & liable for payment of wages, charges etc in discharge of legal obligation in respect to staff including weighbridge operator employed by him at all times during the Agreement & termination /completion of the work.

3.24.8 The bidder shall be fully responsible for any litigation on account of pollution due to excavation of Sandstone & abide pollution control norms

3.24.9 The bidder shall be responsible for safety, watch & ward etc. of the company's properties including whole lease area under the possession of the contractor.

3.25 Special condition of Contract

- i) Contractor shall be required to maintain the safety features of the deployed equipment's as per the various circulars of DGMS. If any change in law and circular issued by DGMS during the currency of the contract shall be ipso-facto applicable to the contract.
- ii) The deployed dumper/tippers should be fitted with valid GPS & RFID enabled devices and its accessibility to engineer in charge
- iii) The contractor is also required to install and maintain CCTV cameras of 360 degree view (upto 50 nos.) at the designated locations as per the requirement specified by the EC at its own cost during the contract period, including extension period, if any.
- iv) The Contractor, before starting the work, shall furnish to the Engineer-In-Charge the list of equipments proposed to be deployed for the work, with the required valid statutory documents etc.

3.26 Accident and Responsibilities of Contractor.

- i) The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the contractor's vehicles/ equipment or his/its employees or any outside party shall be exclusively that of the contractor and no claim whatsoever shall be entertained by the company on this account. The contractor shall keep the company indemnified from all the such consequence.
- ii) In the event of any breakdown or accident during the course of any operation, the contractor shall notify the facts to the Mines Manager, Engineer-in Charge and the Group General Manager or his authorised officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instructions of the Engineer-in Charge / Mines Manager.
- iii) The contractor shall pay all claims, damages, and compensation with cost arising out of or resulting there from to the third party (s) and in case the company would be required to face any proceedings or to pay any amount on the aforesaid account, if shall be deemed to have been discharged on behalf of the contractor, who will reimburse the cost/expenses to the Company.

3.27 Allotment of area for work

The contractor shall be required to work in such area as may be allotted by the Engineer-in Charge from time to time within the mine lease areas. The entire area as per tender drawing may be allotted for work in phases and not necessarily at a time before commencement of work. The Engineer-in Charge may for reasons to be recorded in writing temporarily discontinue the work in any part of the area assigned to the contractor and ask the contractor to work in the alternative area within the pit.

No claim for reduced allotment of area or stoppage or change if area of work as above shall be entertained by the company.

3.28 Work Personnel

- i. The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the Contractor and a copy of the same shall be furnished to the Mines Manager/ Engineer-In-charge as and when required. All these persons shall be regular employees and under direct administrative control of the Contractor and the Company shall have no responsibility/ liability whatsoever in this regard.
- ii. The contractor shall maintain and provide records of all his employees including drivers, khalasies etc. entering the mines, in the register as per the provisions of Mines Rules. These registers duly maintained and updated should be kept in the office at the mines, so that the same is available for inspection by any statutory authority.
- iii. The contractor shall keep the Company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the applicable Act, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by these personnel. In the event the company is required to pay any sum on this account then the same shall be recoverable from the running bills and /or security deposit of the contractor.
- iv. The contractor shall comply with all the statutory provisions as per Central and /or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/ deductions from wages, unpaid wages unauthorized deductions made, maintenance of wage register/ wage slips, publication of the notice of date of payment of wages, weekly days of rest etc. and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of the authorized representative of the Company.
- v. In the event of default of the contractor in making such payment/s or contribution for any other reasons the Company shall make such payment/ contribution on behalf of the contractor by way of deducting the relevant amounts from the running bills of the contractor and the Company shall be entitled to set off all costs and amounts due to the contractor for the payment/ contributions made by it on account of contractor's default. Till such time the first running account bill is raised and in case any complaint is received for non-payment of wages, the Engineer-in-Charge after verification may recommend for deduction of such amount of wages from the security deposit under intimation to the contractor. The contractor shall forthwith make good the shortfall in the security deposit.
- vi. The contractor shall be responsible for the payment of all retrenchment and other compensation, if any, due and payable to the workmen employed by them. The contractor shall provide at his own cost all medical aid and other facilities like accommodation, drinking water, rest shelter etc. to their staff as per Mines Rules.
- vii. The Contractor shall provide foot-wears, DGMS approved helmets, dust mask fluorescent jacket, safety appliances and other protective equipment to his employees as provided in

the law, at his own cost. In case of failure on the part of the Contractor to provide this protective equipment, the Company may provide the same to the employees at the cost of the Contractor.

- viii. Only experienced, skilled and disciplined operators / drivers of sound health, good behavior and antecedents having valid and requisite driving /statutory license as applicable shall be deployed by the Contractor for operating the equipment/ driving dumpers deployed for the work. In no case any unauthorized driver of the tipping trucks or operator of pay loaders/ equipment shall be permitted by the Contractor. Attested photocopy of Driving License of all Contractor's drivers/ operators shall be deposited with the Company.
- ix. No manual workers shall be engaged by the Contractor for loading/ unloading of the truck/dumper, under any circumstances whatsoever.

3.29 Indemnity:

- i. The Contractor shall at all times, indemnify and keep indemnified the Company from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract. The contractor shall be responsible for all risk arising in connection with or on account of the operations covered by the contract and he shall make good all losses and damages arising therefrom. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall be entitled to recover such cost expenses or loss etc. from the contractor, the company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- ii. All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- iii. Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the contractor.
- iv. The contractor shall indemnify the company against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to site for use on work & the same shall be borne by the contractor.
- v. The Contractor shall be required to make payment of wages to its workmen not less than the rates as prescribed under the Minimum Wages Act and its various circulars already published and are being / shall be published during the pendency of the contract. The wages rates, holidays, hours of work and other conditions of service of the workmen of the contractor should be as applicable as per prevailing statutory provisions.
- vi. The contractor shall fully acquaint himself/itself with the prevailing industrial Environment for working at Mines before the commencement of the work.

3.30 Insurance

The contractor shall take adequate statutorily prescribed insurance covers for all men (Universal Health, WC Insurance policy for all the persons engaged in work) and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the company by an individual or by customers or by any such other persons who suffered damage due to negligence of the contractor or his sub-contractor or his employees/Agent these the same shall be settled by the contractor at his cost. Copy of the insurance policy must be submitted to RSMML for record. No amount shall be reimbursed by the management on this account

3.31 Compensation and liability:

- i. In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor, such sum or sums of money due to and payable to the contractor, till such time the final decision of the competent authority is arrived.
- ii. The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his/its sub-contractor or third party etc. and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- iii. On the occurrence of any accident resulting in death or bodily injury to a workmen employed by the Contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge & the mines manager the fact of such accident. The contractor shall indemnify the Company, against all claims/ compensation, loss or damage sustained by the Company resulting directly or indirectly from his/its failure to give intimation in the matter aforesaid, including the penalties of fines, if any, payable by the company as consequences of Workmen's Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.
- iv. The contractor should get his employees insured against Workmen's Compensation Act and proof of such insurance cover to be submitted to Company at the time of starting of work. If the contractor fails to take such insurance cover and submit proof thereof and if any liability occurs, then any compensation etc. shall be at the risk & cost of the contractor only, and Company shall recover the amount from the contractor's bills/Security Deposit.
- v. The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, The Mines Act, 1952, the Indian Explosives Act 1984, Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act, 1947, Standing Orders Act, 1946. Electricity Act, 1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by the Company as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders

made there under, such amount shall be payable by the contractor and be recovered

3.32 Completion Certificate

Within one (01) month of the completion of the work in all respects as defined in the contract document, the Contractor shall be required to obtain from the Engineer-In-charge such completion certificates as to the clearing of the areas on the downhill side of the site of all rubbish, dirt, rock overburden materials, structures etc.

- a) If the contractor fails to comply with the requirement of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the Contractor remove such rock (overburden) surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) or surplus materials as aforesaid except for any sum actually realised by the sale thereof.
- b) For the purpose of above, the following documents are required by the company subject to the conditions that the Engineer-in-Charge for his satisfaction, may ask for any other document for this purpose.
 - The technical documents according to which the work was carried out.
 - Three sets of calculation sheets (back up papers) thereof.
 - Certificate of final levels and slopes.
 - Certificate of the annual quantity of mineral raised and dispatched and also transported, unloaded etc..
 - Materials appropriation statement for the material issued by the Company for the works duly supported by necessary documents.
 - A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
 - A no claim, no dues certificate.
 - Proof of depositing P.F.
 - Notarized Indemnity Bond on non judicial stamp paper of appropriate value.

3.33 Final Certificate:

Upon expiry of the period of liability and subject to the Engineer-in-charge being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, the Group General Manager (Lignite) shall give a certificate hereinafter referred to as the 'Final Certificate' and the contractor shall not be considered to have fulfilled all of his obligations under the contract until Final Certificate shall have been given by the Group General Manager (Lignite). The issuance of Final Certificate would mean closure of contract and no claim, of whatsoever nature, of either party shall be tenable.

3.34 Termination

- 3.34.1** In case either of the parties to the agreement commits breach of the terms and conditions and stipulated of clauses herein contained on the part of the other party to be observed and

performed then the aggrieved party shall inform the other party in writing to set right or rectify the breach or omission of any of the term within 15 days of the receipt of such notice and if even after this party fails to remedy the said breach within the said period then this agreement, at the option of the aggrieved party may be terminated and upon such termination of this agreement, but for the rights which have accrued prior to the date of termination, all the rights of the parties to this agreement shall immediately cease and determined.

- 3.34.2** In case either of the parties to the agreement commits breach of any of the terms and conditions and stipulated herein contained other than those provided in clauses above, on the part of the other party to be observed and performed then the aggrieved party shall inform the other party in writing to set right or rectify the breach or omission of any of the terms or conditions within 30 days of the receipt of such notice and if even after this such party fails to remedy the said breach within the said period of 30 days, the other party to the agreement will be entitled to get the breach remedied or omission removed, at the cost and expense of defaulting party.
- 3.34.3** In the event of non-renewal / extension of its lease hold rights by the State Government or any other competent and statutory authorities such as approval of Environmental Clearance, Consent to operate, DGMS approval etc, the agreement shall automatically stand terminated without any pre-notice, claim, compensation damages, etc. to the selected bidder.
- 3.34.4** For the avoidance of doubt, it is expressly agreed and declared that in the event of any of the terms and conditions of this agreement liable to be vitiated as being not enforceable such defect shall not vitiate the other provisions of this agreement, which may be legally consent valid, effectual, and binding on the parties hereto.

3.35 Force Majeure

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

3.36 DISPUTE, JURISDICTION:

- 3.36.1** The place of the contract shall be Jaipur (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.
- 3.36.2** No courts other than the courts located at Jaipur Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.

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

3.37 APPEALS:

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

Section –IV

Special condition of Contract & Scope of work

INTRODUCTION

- 4.1 The Cluster mining plan for Sandstone Mines near village - Paharpur, Tehsil- Roopwas, District- Bharatpur (Raj.) has been prepared on the consent of the Assistant Mining Engineer Roopwas, Department of Mines & Geology Government of Rajasthan for fulfillment of Rule 29 (10) & 29 (5) (vi) of R.M.M.C.R., 2017. The plots are delineated in forest area for e-auction for mineral concession except one plot of 98.9741 hectare area allotted to RSMML without auction as per reservation under Rule 84 (6). Total area under forest diversion is 398.0085 Hectare.
- 4.2 RSMML has been issued Letter of Intent (LoI) by Govt. of Rajasthan for grant of mining lease area of mineral Sandstone of 98.9741 Hectare area in B-Block at Village-Paharpur, Tehsil: Roopwas, Distt: Bharatpur. Diversion of above forest land has been carried out by the Department of Mines & Geology, GoR.
- 4.3 The mining is a mechanized open cast mine in the process of development. The mineral produced is of good quality. Its O/B ratio is low at present, which supports the mining potential. During this phase, efforts shall be made to fully develop this mine by a systematic pattern i.e.
- i) Adhering to the proposed mining sequence.
 - ii) Implementation of the planning with regard to the plantation and systematic dumping of the waste rocks, as proposed.

4.4 Infrastructure Facilities:-

- I. **Police station** - The nearest police station is Rudawal police station at a distance of 6.31 km towards NW direction from lease area.
- II. **Post Office**- The nearest Post & Telegraph Office is Paharpur Post & Telegraph Office at a distance of 1.25 km towards SE direction from lease area.
- III. **Medical Facilities**- Nearest Dispensary is at village Paharpur at a distance of 1.25 km towards SE direction from lease area.
- IV. **Education Facility**- Up to Secondary school facility is available at Paharpur at a distance of 1.25 km towards SE direction from lease area.
- V. **Availability of water** The Ground water table is 50m (in rainy season) to 60m (in Dry Season). The drinking water can be brought from the wells of nearby village.
- VI. **Electricity** - The Electric Line passes outside the Delineated Plots area.
- VII. **Mode of Transport of Mineral** -Railway transportation facility also available at Paharpur. Mineral will be transported by truck/Dumper from mine site to crusher site and again from Crusher site to end user of aggregates.
- VIII. **River/ Canal**:- There is no river/canal passing through the area or nearby the area.
- IX. Other relevant information:- Banking and all other facilities are available at Roopwas.

4.5 GEOLOGY AND EXPLORATION

- a) **Physiography & Drainage**:- The M.L area falls in G.T. sheet No. 54 F/5 Lease area is located 1.00 Km. North east of village Paharpur. The area for which Simplified Mining Scheme is

prepared is Plain area. The Mining lease area occupied by sandstone and negligible quantity of Alluvium. The highest RL of the cluster area is 261.36 mRL and lowest RL of the area is 205.13 mRL. The level difference is 56.23 mtr. The highest mRL of lease area is 245.74 mRL & lowest RL in the lease area is 209.21 mRL. The level difference in lease area is 36.52 mRL. General drainage pattern is North Eastern side of the Mining Lease area.

b) **Climate**

The area is characterized by semi-arid type with an average annual rainfall about 675 mm. which is mainly, received during June to September. The area belongs to Semi-Arid zone.

Minimum Temp - Varies from 3.5° to 5° C

Maximum Temp- Varies from 43° to 46° C

c) **Regional Geology:** Almost the entire northern part of the district is covered by alluvium, with few isolated hills of schist & quartzites belonging to Aravalli & Delhi Groups.

Geologically Bharatpur district comprises of rocks belonging to Delhi Super Group and Vindhyan Super Group. Stratigraphic succession of the rock units of Bharatpur region is given below:

Quaternary		Soil & Alluvium
Vindhyan Super Group	Bhander Group	Dholpur Shale
		Upper Bhander (Maihar) Sandstone
Delhi Super Group	Ajabgarh Group	Quartzite, carbonaceous phyllite, impure marble
	Alwar Group	Quartzite, gritty quartzite

The Pre Delhi rocks include schists, Phyllites, quartzite and highly altered basic rocks (probably Volcanics). The Delhi Super group is characterized by a thick pile of conglomerate - quartzite assemblage of Alwar Group, and lower part of the Raialo Group, basic volcanics and quartzite inter beds of the upper part of Raialo Group, arenaceous rocks of weir formation and phyllites and shales of Kushalgarh formation of Ajabgarh Group. During the first phase of Delhi orogeny the Bayana sub-basin is reported to have suffered northerly monoclinal tilting. Resulting in very open monoclinical fold with NW-SE to WNW- ESE axial trend superimposed in the limb of earlier folds.

Ajabgarh group dis-confirmably overlies the Alwar group comprising litho assemblage of carbonaceous shale, phyllite ferruginous quartzite & white quartzite. Nature of contact between Alwar and Ajabgarh groups is not clear though it's observable near village Hathori. Milky white, grey and pink quartz veins and also the jasper veins are the abundant post Delhi intrusive of the area. These are either along the regular joint planes, irregular fractures or in the Form of gash veins. In places, quartz veins occupy the tensional fractures in the hige zone and in other places they are cofolded with the primary bedding. The Delhi Super Group sedimentations have

taken place in the coastal environment of unstable shelf, characterized by intermittent vertical tectonics. Vindhyan Super group of rocks assemblage is represented by sand stone and shales etc, which are exposed in the north eastern part of the district in Rupbas Tehsil. Bhandar sandstone is underlain at places by light green to olive green shales.

d) **Local Geology:**

Paharpur area is covered by alluvium, with Undulated outcrops of Sandstone. Geologically rocks of the area belonging to Bhandar Group of Vindhyan Super group. Stratigraphic succession of the area is given below:

Quaternary		Soil & Alluvium
Vindhyan Group	Super Bhandar Group	Dholpur Shale
		Upper Bhandar (Maihar) Sandstone

Vindhyan Super group of rocks assemblage is represented by sand stone mainly, which are exposed in the area as undulated outcrops in the area.

Sandstone of Vindhyan age is extensively mined in Bharatpur. Blockable / Splittable sand stone is available near village Banshi Paharpur, Bandh Baretha, Sirrondh, Mahalpur Churra etc. Sand stone varies in colour from buff-red to pink and creamish pink, at places spotted pink is also seen.

Presently, two blocks have been delineated for sandstone in Banshi Paharpur, one Block-A (221.75 HEC.) North of railway track and Block- B (424.81 hect.) South of railway track. As per Survey of India Toposheet 54 F/5. Taking these blocks in consideration Depth of deposit taken approx. 60 and 100 mt. in Block-A & Block-B simultaneously.

e) **PHYSICAL & GEOLOGICAL CHARACTERISTICS OF THE DEPOSIT**

Physical & Geological Characteristics of The Mineral: -

The sandstone deposit of the Paharpur area is having following physical

Characteristic:

Occurrence: Sandstone is a clastic sedimentary rock produced from a stone made up of grains of quartz and other minerals of fairly uniform size and often smooth and rounded. These grains are held together by a cementing material which may be siliceous or ferruginous. The toughness of sandstone depends mostly on the nature of this cementing material.

Form	: Massive Bedded
Colour	: Reddish Brown
Structure	: current bedding
Texture	: Fine to medium grained
Lusture/Glose	: Dull
Transparency	: Opaque

Hardness	: 6 to 7 on Mohr's hardness
Specific gravity	: 2.4 t/m ³
a. Compressive Strength	: 6.3-214MPa
b. Tensile Strength	: 4-25MPa

f) **RECOVERY OF SALEABLE SANDSTONE:-**

Recovery of saleable Sandstone has been considered as 60% out of total excavation. 10% is considering as Sub grade, which is presently not saleable, 15%, is considering as a waste Generation & 15% is considering as Overburden generation. The recovery of saleable Sandstone has been assumed based on cluster mine plan, various individual mine plan and existing pits.

Note: The above is based on the reconnaissance of the area by the Department of Mines & Geology & existing pits, however, the bidders are advised to ascertain the same at their own level prior to submission of the bids and RSMML shall not be responsible, in any way, for variation in the data.

4.5.1 The company envisages executing a minimum quantum of 5.0 lakh MT of saleable sandstone per annum. The Contractor shall neither be entitled nor be eligible to raise any claim on account of their vehicles/equipment's /manpower being idle on any day or for any period during the contractual completion period. The contractor shall however have to make necessary arrangements for equipment and manpower for executing the required quantity.

4.5.2 The successful bidder would be required to submit its annual / 5 year working plan.

4.5.3 **Details of the envisaged Mining Machinery:-**

Mining in sandstone mine is done by semi mechanized, following machinery is envisaged to be deployed during the course of mining in the Sandstone mine lease area-

S. No.	Machine
1	Air Compressor
2	Wagon Drill
3	Jack Hammer
4	Derrick Crane
5	Dumper & Tippers
6	Hydraulic Excavator
7	Wire Saw Cutter
8	Tractor with scrapper
9	D. G. Set
10	Dozer
11	Water tanker

Successful bidder may deploy machinery as per latest advanced technology required for the mining of sandstone.

4.5.4 **MINE DRAINAGE**

The average rainfall in this area is very low, and it hardly exceeds 600mm. Seasonal water stream do pass through the mining lease area in which the water flows through natural gradient. It is capable of dealing with the rainwater during the rainy season. There is scarce chance of this

water enter into the Pits. If rainwater does get collected in pits and remain there for a considerable period of time, it takes about two to three months to percolate down the ground. Normally work at bottom of the pit remains suspended in the months following the rains. However, in case of necessity the water may be pumped out using one diesel engine driven pump of say 5-10H.P. This water can be spilled in the water drain made for the proper drainage of the mine water outside the mining lease area.

The Ground water table is 50m (in rainy season) to 60m (in Dry Season). The drinking water can be brought from the wells at 500m distance.

The rain water shall be utilized by harvesting techniques.

4.5.5

DETAILS OF EMPLOYMENT

- a) The following statutory manpower as per requirement shall be deployed by the contractor as per statute:

S. No.	Designation	Qualification
1	Project in-charge	II Class Mines Manager Certificate Holder under MMR 1961
2	Mining engineer	B. Tech (Mining)
3	Mech. Engineer	B. Tech (Mech.)
4	Elect. Engineer	B. Tech (Elect.)
5	Geologist	M.Sc. (Geology)
6	Surveyor	Mine Surveyor's Certificate under MMR 1961
7	Mines Foreman	Mines Foreman Certificate under MMR 1961
8	Mining Mate	Mining Mate Certificate under MMR 1961
9	Electrician	Wireman Certificate as per IER, 1956.

- b) The no. of statutory personnel appointed by Bidder according to above are minimal and they may require to appoint more such persons if any statutory agency pointed out during their inspection or requirement assessed by Mines Manager in this respect. Decision of Mines Manager will final and binding on Bidder in this respect.
- c) If RSMML consider proper, these statutory personnel appointed by Bidder may be placed on deputation with the Company during the tenure of the contract. The 'deputation' will cover only appointments of these statutory personnel on a temporary basis limiting to the period of contract. It will not create any right of permanent appointment, employment or final absorption of any statutory personnel in the Company at any point of time. An affidavit to this effect will be submitted by Bidder and individual at the time of their deputation in prescribed format by company.
- d) The above statutory personnel on deputation shall be under functional control of the Company (RSMML) for carrying out statutory duties and holding responsibilities under statute during the tenure of the contract.
- e) The Bidder shall inform in writing to Company regarding absence, termination, resign of any such statutory person and alternate person within 15 days of such absence, termination or resign. In case of failure to do so pre-determined pro-rata compensation shall be applicable. The Bidder shall also submit the record for any new appointment, absence and termination of these statutory personnel in writing to the Company on monthly basis.
- f) The wages, including provident fund, ESI, ex-gratia, Bonus or any other allowance by whatsoever name and revision if any made there under etc. and paid leave benefits/wages to these statutory personnel shall be fixed by the Bidder and informed in writing to the Company at the time of deputation during the tenure of contract.
- g) The wages and allowances etc of these statutory personnel on deputation with the Company shall be paid by the Company on the basis of their attendance and leave.
- h) The payment of wages etc, after applicable statutory deductions, shall be made by the Company to their individual bank accounts on monthly basis during tenure of the contract.
- i) The Bidder shall be the parent employer of these statutory personnel and shall also have the administrative control over them. Accordingly, any expenditure accrued on account of superannuation, retirement including voluntary retirement, resignation from services, encashment of leave & payment of gratuity, PF & payment of gratuity, any compensation etc. shall be borne by the Bidder. In case of any eventuality these statutory

personnel on deputation /their legal heirs/dependents will not entitle to claim any compensation/compensatory appointment from company.

- j) The monthly amount paid by the Company on account of wages, allowances and compensation, claims on account of insurance etc. accrued under any statute for statutory personnel on deputation shall be deposit in advance by bidder on monthly basis to the company pertaining to deployment of statutory persons. If, Successful bidder not deposit the advance monthly payment of statutory persons to company than same will be adjusted in CRO advance amount lying with company.
- k) Deputation of any or all such statutory personnel may rescind on sole discretion of Company at any point of time.
- l) The above provisions shall not apply to other employees and staff appointed by the Bidder for execution of contractual scope of work and obligations.
- m) For purpose of calculation of pre-determined compensation for non-deployment of such statutory personnel during a calendar month, attendance of such qualified persons Shall be verified by Mines Manager.
- n) Absence of any statutory persons on deputation or qualified person/s as mentioned above for a period of more than 15 days in a calendar month shall be treated as non- engagement for this purpose & pro-rata compensation will be deducted.
- o) Deployment of statutory & qualified personnel computed as per above has to be maintained throughout the contract period except mobilization period. Non deployment and prolonged absence will attract a pre-determined compensation as under:
 - Non deployment of Second-Class Manager/ Mechanical/ Mining /Elect. Engineer/ Geologist: Rs. 25,000/- (Rs. Twenty-Five Thousand) per month per person.
 - Non deployment of Mine Foreman/Electrical supervisor/Mine Surveyor/: Rs. 20,000/- (Rs. Twenty Thousand) per month per person.
 - Non deployment of Mining Mate: Rs.15,000/- (Rs. Fifteen Thousand) per month per person.
- p) Non-deployment of statutory manpower for a continuous period of 02 months or more may lead to termination of contract.

4.6 Measure Taken and To Be Taken for Dumping Overburden, Stacking of Top Soil and Utilization of Top Soil And Land Restoration, Reclamation And Plantation In or Near By Mining Area as per mining plan and EIA/EMP.

4.6.1 Measure Taken for Dumping Overburden, Stacking of Top Soil and Utilization of Top Soil:-Top soil stacked separately and utilized within the year for plantation. Dumping site for OB has been chosen such that natural water channel not get disturbed. A wall of rubble stone made around the dump to stop the lateral spread of the waste dump. Water garlands are also constructed around the waste dump to trap the silt contamination.

4.6.2 **Nature of Waste** The waste as overburden in the area is top soil and fractured waste. The soil cover in the area varies from 0.5m and fractured waste with shale parting waste varies from 12.5m. The rock fragments of small size are also resulted after mining.

4.6.3 Restoration

The mined out land partly shall be reclaimed by backfilling of overburden and stored top soil shall be spread over it. The bidder shall restore, reclaim of the land as under Rule RMMCR, 2017.

4.6.4 Rehabilitation

As no personnel are expected to be migrated due to mining in the mining lease area and the adjoining region is also having a good mineral potential, the rehabilitation of the employees is not going to be a problem. The workers and other staff can get job in the neighboring areas after the end of life of mine. The bidder shall also try for employment of the workers.

4.6.5 Measures taken and to be taken for protection of environment in and around mining lease area

The bidder shall backfill mine out land or convert into water reservoir.

Plantation shall be done by the bidder as per statutory compliances at his own cost. The bidder shall also maintain the same during the currency of contract period.

4.6.6 Water Management:

- 4.6.6.1 Water collected shall be analyzed and if found potable than it shall be diverted for drinking purpose in consultation with State Public Health Engineering Department.
- 4.6.6.2 Accumulated un-potable rain water shall be dewatered and diverted to **nearby** pond/aquifer/river/nallah, catchment area by providing suitable pipe line or drains or links canals, as the case may be, in consultation with State Public Health Engineering Department.
- 4.6.6.3 The procedure of water harvesting shall be adopted to recharge the ground water table.
- 4.6.6.4 Effective steps shall be taken for setting up of a water treatment plant wherever required to treat the effluents collected in the working pits; and
- 4.6.6.5 For working below ground water level the mining lease, license or short term permit holder shall carry out a detailed hydro-geological study taking into account the mine water discharge, management of discharged water and shall obtain prior approval of State Ground Water Department.
- 4.6.6.6 The bidder takes all possible precaution for the protection of environment and control of pollution.

4.6.7 Environmental Management Fund:

The successful bidder shall deposit the amount in the Environmental Management Fund as decided by the State Government the fund shall be utilized for protection of environment in and around mining lease area.

4.6.8 Measures taken and to be taken for the control of water, noise and air pollution

The environment impact assessment should be done periodically for the degradation of the land pollution of air quality, noise level and vibration level

4.6.9 Water Environment

Surface Water: Proposed waste rock dump sites are away from any seasonal water stream Thus there will be no impact of mining in the natural flow of water and the drainage system in the area. The bidder shall make garland drain, retaining walls, setting tanks all around the pits and dumps. The rain water shall be utilized by harvesting techniques.

Water quality- The mineral produced and the waste rocks generated are not likely to pollute the water quality in any manner.

- 4.6.10 **Noise-** Noise is created due to machineries deployed in the area. Precaution and regular maintenance of drills and excavator replacement of damaged/ worn out parts when even required will be taken. Ear plugs will be provided to the persons exposed to high noise level. There shall be no adverse impact on this account to the workers and local inhabitants.

- 4.6.11 **Air :** The only source to pollute air is the generation of dust while undertaking the mechanized mining operation including loading transportation & unloading sizing the mineral. The road will be maintained properly. The maintenance of road will also help in maintenance of machinery, tyres etc. dust suppression will be done by spraying water from time to time. Dust generation during drilling will be tackled by wet drilling / dust collector. In addition as an extra precaution dusk masks will be provided to the drilling crew. The total SPM concentration should be less than the permissible limits.

- 4.6.12 **Monitoring** schedules for different environmental components after commencement of mining /during mining.

S. No.	Monitoring	Period
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1	Air Monitoring	As per pollution consent/EC/ EIA/EMP
2	Noise Level Monitoring	
3	Water testing	
4	Soil testing	
5	Ground vibration	

4.6.13 Regular health checkup camps for the workers engaged in mines shall be organized. Occupational health surveillance program of the workers shall be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, if needed; Insurance cover to all workers engaged in mines shall be provided.

4.6.14 To prevent the worker getting injury during work, the workers will be trained in vocational training they get proper training in their particular work. They will be provided proper safety equipment such as safety boots, helmets, and lifeline etc. Proper benches will be formed. Apart from this all safety precaution will be taken as per Act, Rules and Regulation.

4.6.15 **USE OF MINERAL**

Being a decorative stone, the principal use of this sand stone is in flooring and wall tiles. The same is also used as tiles, slabs, Cobble's, crazy paving, wall & flower parade, curbstones, and blocks of the sand stone.

4.6.16 **MINERAL BENEFICIATION**

The excavated mineral is dressed as finished good before packing in container made ready for export/ indigenous use.

4.6.17 The work will be carried out under the overall control and supervision of RSMML's designated SBU&PC.

4.6.18 **Statutory Compliances**

The successful bidder shall facilitate RSMML to obtain all required statutory clearances & approvals etc, as well as due compliance of conditions thereof.

4.7 **Scope of the work:-**

Sandstone Mine of RSMML in villages Paharpur, Tehsil Roopwas, Distt. Bharatpur (Rajasthan), generally shall include but not limited to the followings:

- 4.7.1 Mining & Marketing/Sale of Sandstone Blocks from the designated mine lease area at Paharpur Sandstone Mine of RSMML. The mining of Sandstone Blocks shall be carried out strictly as per the guidelines/directives prescribed/issued in this regard by Govt. of Rajasthan in Rajasthan Minor Mineral Concession Rules-2017 and other relevant rules & regulations.
- 4.7.2 The contractor shall strictly comply with the condition of Letter of Intent issued to RSMML by Department of Mines, GoR.
- 4.7.3 Suitable, safe & proper unloading of material for easy movement of tippers/dumpers & at designated stockyard/s.
- 4.7.4 Proper stacking, watch and ward of stacked Sandstone blocks.
- 4.7.5 The work shall be carried out strictly as per the approved mine plan and Company/ statutory authority.
- 4.7.6 The contractor will be required to comply with the conditions laid out in the grant of environmental clearance for the mines.
- 4.7.7 Contractor has to maintain and operate requisite/ sufficient equipment as and when required at different locations, mining site, stock yard etc.
- 4.7.8 The Contractor has to make necessary arrangements for drainage of water so as to utilize the surface/rain water of mine area for smooth and safe working.
- 4.7.9 No idling charges shall be payable under this contract.
- 4.7.10 Volumetric Survey of the working pit(s) shall be done by the authorized representative of RSMML / EIC on quarterly

basis to ascertain the quantum of mining done by the contractor for check & balance.

- 4.7.11 The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely furnish them. The opinion of the Engineer-In-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.
- 4.7.12 The contractor has to execute the work of trenching/fencing at the location as per the directions of EIC to prevent movement of unauthorized vehicles.
- 4.7.13 The contractor has to install RFID, CCTV camera, geo-fencing etc of the area for watch & wards for proper surveillance & to prevent illegal mining (if any). The deployed vehicle in the mines should mandatory having the actively working vehicle tracking system with Geo-Fencing of Mines. The monitoring of same shall be on real time basis at the desired control center of RSMML. Having Tracking and Monitoring, Real-time location tracking of vehicles on MAP., Historical route playback, Vehicle or device status - moving/idle/stopped, Geo-Fencing, Creation and management of geo-fences around mines and routes, Alerts for entering/exiting geo-fenced areas etc. The contractor shall be responsible for maintaining the entire device / system for smooth operation during the contract period including extended period if any at his own cost.
- 4.7.14 The successful bidder shall carry out mining from the lease area and arrange for transportation of Sandstone Block by deploying man with machine on its own cost.
- 4.7.15 The mining operations will be carried out under overall supervision and control of RSMML.
- 4.7.16 The successful bidder shall be responsible for marketing and sale of the sandstone blocks to the customers.
- 4.7.17 Successful bidder shall abide all the statutes and norms applicable to mines. The decision and directives issued from time to time by GGM(Lignite)/Agent/Mines Manager of the mines or EIC designated by GGM(Lignite) in this regard shall be binding on the bidder.
- 4.7.18 All taxes, duties, and any other levies etc. as applicable will also be payable by the bidder. Any revision/new imposition of duties, taxes, levies etc. as and when made applicable by the Government shall be paid by the successful bidder from the date of applicability and without any demur, dispute, and protest.
- 4.7.19 **Annual Escalation:-** Annual escalation in the facilitation fees shall be applicable and payable by the successful bidder @5% on cumulative basis.
- 4.7.20 The prospective bidders are advised to visit the proposed area before participation and assure themselves about geological details, statutory status of mine and working conditions of proposed mining lease areas in the tender.
- 4.7.21 RSMML shall not be liable for any issues raised by the successful bidder pertaining to quantity and quality of Sandstone available in the mines.
- 4.7.22 The successful bidder shall facilitate RSMML in obtaining required various statutory permissions like Approval of Mining Plan/Scheme of Mining, Environmental Clearance (EC)/Amendment in EC, Consent to Operate (CTO), HEMM deployment, Revenue, PHED, Electricity, Pollution, Environment, Mining, Forest, etc. permission from various statutory agencies and the departments of Government of Rajasthan etc. as the case may be. However, RSMML may facilitate/assist bidder in the process, as per the requirement of the case.
- 4.7.23 As on date, the drone survey of the ML area has already been carried out and EC & Mining Plan of the cluster area has already been granted in favor of DMG.
- 4.7.24 The successful bidders shall facilitate RSMML in obtaining permission /NOC for mining

activities and overburden dumping in government land / land allotted to other agencies for public purposes, in all cases the OB shall be dumped at designated location as defined by EIC/ Company. The proposal shall be prepared and submitted by the successful bidders to the concerned authorities under the signature of RSMML. The Government charges/fees, as demanded & deposited by RSMML, the same shall be reimbursed to RSMML by the contractor.

- 4.7.25 The successful bidder shall have to carry out the mining operations strictly within the mining lease area as per approved mine plan & as directed by EIC.
- 4.7.26 The successful bidder shall pay Land Tax (if applicable), for entire lease area during the tenure of contract/agreement.
- 4.7.27 The successful bidder shall have to carry out exploration work by engaging third party exploration agency at its cost in the given area by core drilling of 1600 mtrs during the 1st contractual year as per guidance & direction of RSMML. The detailed exploration report shall be submitted to RSMML.
- 4.7.28 If the Successful bidder is found involved in illegal mining activities/ theft etc. & if any penalty is imposed by the Government Departments on account of any violation/ illegal mining activities/ theft of mineral during the agreement period, then bidder has to reimburse the penalty amount to RSMML. Besides, the successful bidder would be required to pay the facilitation fee and other charges for any lost quantity of mineral. The company at its own discretion may also terminate the contract and forfeit the security deposit also.
- 4.7.29 The successful Bidder shall have to install , maintain & operate the Weighbridge at his own cost to get the weighment done for dispatches from Mines. The Weighbridge operation and Rawanna generation shall be under supervision of RSMML. The bidder shall deployed requisite number of weighbridge operator Bidder has to empaneled the weighbridge with DMG, GoR.
- 4.7.30 The successful bidder shall be responsible for overall development, of the mine including all capital investment and shall also be responsible for adequate marketing of the produced mineral, in all forms.
- 4.7.31 The successful bidder shall be responsible for payment of all royalty & taxes, as applicable
- 4.7.32 Volumetric Survey of the entire mine lease/working pit shall be done by the authorized representative of RSMML/ EIC on quarterly basis to ascertain the quantum of mining done by the contractor or as per requirement basis. Successful bidder will assist RSMML during the survey work. RSMML shall be at liberty to use any survey technology, including but not limited to Total Station, Drone Survey or Laser Survey etc. Volumetric Survey of the working pit(s) shall be done to ascertain the quantum of mining done by the contractor for check & balance.
- 4.7.33 The company will annually reconcile the reserve on volumetric assessment basis in case of mismatching of reserves (dispatched quantity, quantity at mine site, overburden etc) the company will recover a pre-determined compensation equivalent to 200% of applicable facilitation fees of mismatched quantity, no claim of what so ever nature will be entertained in this account , the decision of company in this regard shall be final and binding on the contractor
- 4.7.34 At the end of the contract, any material including overburden lying at site shall be the property of RSMML, the same shall be handed over to the company by the contractor, without any cost .
- 4.7.35 The EIC appointed by the Company shall supervise the work as per the terms & conditions of the tender document and statutory norms.

SECTION V

FORMS OF THE TENDER DOCUMENT'

1	Annexure-I	Details of Bidder
2	Form-A	Letter of submission of Bid
3	Form-B	General information about the bidder
4	Form-C	Declaration regarding Price offer in Prescribed format and no condition is mentioned in Price Bid
5	Form-D	Exceptions & Deviations
6	Form-E	Power of Attorney for signing the documents
7	Form F	Proforma For Price Bid
8	Annexure-II	Draft Format of Bank Guarantee for Security Deposit
9	Annexure-III	Undertaking for BG

PROFORMA FOR PROPOSAL AGAINST TENDER**1. Details of Bidder**

- Name of the Bidder
- Type & Nature of Bidder
- Address
- Contact Person
- Contact Telephone Number/ Mobile Number
- E-Mail Address
- Goods & Service Tax Registration No
- PAN No.

2. Turnover

- i. Current certified turnover.
- ii. Total annual turnover in Rupees for the last three financial years
 - 2021-22:
 - 2022-23:
 - 2023-24:
- iii. Annual audited report including balance sheet for the last three financial years (i.e., 2021-22, 2022- 23 & 2023-24)

3. Net worth details as per DNIT**4. Organizational Structure****5. Details of work executed in Mining and sale:**

Year		Remark
2021-22		
2022-23		
2023-24		

Note: please attach documentary evidence to authenticate the data

6. Own Manufacturing unit and business details if any**7. Any other relevant information**

Note: Detailed response to each of the above information to be submitted on separate sheets.

Full name & Signature of bidder/s

With the seal

(On the letter head of the bidder)
LETTER OF SUBMISSION OF BID

To,

The GGM (Contract)
Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg,
Udaipur-313004 (Rajasthan)

Sub: Proposal for "For Appointment of Mine developer and operator for Mining of Mineral Sandstone from B-Block of Lease area,village Paharpur,Tehsil: Roopwas, Distt:Bharatpur, Rajasthan Area: - 98.9741 Hectare "

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

Dear Sir,

1. We hereby bid my/our offer for execution of the above-mentioned subject and work details mentioned under the scope of work of the bid document. I/we have carefully examined the documents connected with the above work and agree to abide by the same.
2. We agree to carry out the activities as per the Tender documents within specified period in accordance with Expression of Interest, General Conditions of documents and papers.
3. I/We shall pay Penalty for non-lifting of offered quantity in case of failure on my/ our part, as per the provisions and stipulation contained in the terms and conditions of the bid document.
4. In the event of acceptance of our bid, I/we hereby agree to abide by and fulfill all terms and conditions referred to in the bid document and price offer and in case of any default thereof, the company shall have the right to forfeit the Bid security and/or security deposit as mentioned in bid document or pay to the company or its successors or its authorized nominee such sums of money as stipulated in conditions contained in the bid document.
5. We hereby agree to execute Supply Agreement on acceptance of bid.
6. I/We enclose documentary proof duly attested as required in the bid document.
7. I/We is/are fully aware of the statutes/laws/ rules in connection with working in a mine. I/We agree to abide by the statutory provisions applicable to the mines, from time to time.
8. I/We hereby confirm that Financial Offer - (Part-II) of the offer contains no stipulations.

Date

Full name & Signature of bidder/s

With the seal
Witness

Name in Block letters_____

(On the letter head of the bidder)

GENERAL INFORMATION ABOUT THE BIDDER

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

1	a) Name & full address of the bidder: b) Telephone/Cell Phone/fax numbers etc.	
2	a) Name and address of the Authorized contact person b) Cell Phone/ telephone no., E-Mail ID	
3	a. Amount of paid-up capital b. Name of Directors c. Date of registration of company d. Copy of memorandum and Article of Association.	
4	Date of Incorporation (enclose certificate of incorporation)	
5	PAN no. (Enclose Copy of PAN)	
6	GSTIN: - (Enclose Copy of GSTIN Certificate)	
7	Bidder's Bank account details.	
8	In case the bidder is related with any director or officer of the company, give declaration	

I/We hereby agree to abide by all the terms & conditions of the said bid notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

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

Signature of Bidder with office seal

(Indicate capacity of the Bidder)
Partner/Manager/DirectorDate:
Place

(On the letter head of the bidder)

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

DECLARATION

I/We have quoted the Price Offer in the prescribed format as per Form-F. 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 enclosed with the "Price Bid", then same may be treated as withdrawn from our side.

Signature of Bidder with office seal

(Indicate capacity of the Bidder)
Partner/Manager/Director

Date:
Place

(On the letter head of the bidder)

FORM-D

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25 Dated 28.03.2025

EXCEPTIONS & DEVIATIONS

Following are the exception and deviations to the bid conditions:

S. No.	Page no. of Bid document	Clause No. of Bid document	Subject	Deviation

It is certified that no exceptions & deviations other than the above mentioned have been stipulated / mentioned anywhere else in the bid document.

Signature of Bidder with office seal

(Indicate capacity of the Bidder)
Partner/Manager/Director

Date:
Place:

(On appropriate non-judicial stamp paper)

FORMAT OF POWER OF ATTORNEY

E-tender- RSMM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

Power of Attorney for signing of Bid

Know all men by these presents, We, (name of the Company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorised Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of [_____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the RSMML.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE NAMED DIRECTORS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024

For _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted
[Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

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

E E-tender- RSM/CO/GGM(Cont)/CONT-29/2024-25

Dated 28.03.2025

This part of tender should contain the 'PRICE BID' only and should be submitted online in the prescribed format available at website.

S.No.	Facilitation Fee	Rs / MT of Mineral Sandstone
1	Facilitation Fees for Mining and Marketing of Mineral Sandstone from B-Block of Lease area,village Paharpur,Tehsil: Roopwas, Distt:Bharatpur, Rajasthan Area: - 98.9741 Hectare	Rs per MT (In Figures) Rs per MT (In words)

Note:

- I. Bidder must enter the bid price in figures & words.
- II. The Facilitation fee is to be quoted strictly in the price format online. The bidder shall quote bid in multiple of Rs 1/- (Rupees One) Per MT only. (Bidder shall not quote in paisa).
- III. The quoted rates are inclusive of mining & marketing operations, but exclusive of Royalty, Addl Royalty, and Contribution towards DMFT, Contribution to Rajasthan State Mineral Exploration Trust (RSMET), TCS, GST & other levies/taxes/fee etc. applicable at the time of dispatches as applicable from time to time which shall be paid additional on the prevailing rates.
- IV. The facilitation fees per MT of saleable Sandstone inclusive of mining & marketing/sale charges will be based on quantity dispatched from weigh-bridge as defined in tender document.
- V. In case of discrepancy in words & figures, higher of the two will be taken as quoted value.
- VI. Annual escalation in the facilitation fees shall be applicable and payable by the successful bidder @5% on cumulative basis.

Signature of Bidder with office seal

(Indicate capacity of the Bidder)
Partner/Manager/DirectorDate:
Place

Draft Format for Bank Guarantee for security deposit to be submitted by the Bidder.

(To be issued by a any Public sector Bank / Private Sector bank as per schedule II of RBI / Au
small finance bank having its Branch office at Jaipur on appropriate value of
non-judicial stamp paper)

B.G. _____ Dated _____ //2023.

4This Deed of Guarantee made between a Bank having its registered office at and its
head office at

and wherever the context so required include its successors and assignees (hereinafter called the
Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and
registered under Indian Companies Act, 1956, having its registered office at C-89/90 LalKothi Scheme,
Janpath, Jaipur and 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 Bidder) from the demand under the terms and conditions of Detailed letter of acceptance no.
dated _____ issued in favour of the Bidder and agreement dated
entered into between RSMML and M/s _____ (Bidder),
hereinafter called 'the said Detailed letter of acceptance" 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 Detailed letter of acceptance
on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs.
)

Now this deed witnessed that in consideration of said bank having agreed on the request of
the Bidder 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 Bidder of any of the terms and /or conditions contained in the detailed letter of acceptance. 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 Bidder or any other person and irrespective
of the fact whether any dispute is pending between the
Company and the Bidder 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 Bidder of any of the terms and condition contained in the said Detailed letter of acceptance
by reason of the said Bidder's failure to perform the covenants contained in said Detailed letter of
acceptance. 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. .

We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Detailed letter of acceptance have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

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 Bidder 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 Bidder 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 Bidder. Any letter of demand delivered at the banks above branch/divisional office or Jaipur branch office under the signature of the company's Financial Advisor and/or Head of SBU&PC Lignite or any of the Directors shall demand to be sufficient demand under this guarantee

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 Detailed letter of acceptance or to extend time of performance by the said Bidder 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 Bidder and to forbear or enforce any of the terms and conditions relating to the Detailed letter of acceptance and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Bidder 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.

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 Bidder or ourselves or liquidation or winding up or dissolution or insolvency of the Bidder 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.

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 Bidder and this guarantee shall be in addition to any such guarantees.

We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

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. For the purpose of enforcing legal rights in respect of this guaranteed Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY ----- SON OF ----- (designation)
------(branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the State of executed at
this the day of 2023.

PROFORMA OF GUARANTEE BOND FOR Bid Security/ EARNEST MONEY DEPOSIT

(To be issued by a any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its Branch office at Udaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG /-)

B.G. No. _____

Dated _____

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

Whereas the company having agreed to furnish BG for Bid Security/ EMD from M/s _____ a company/ partnership firm _____ (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of e-Tender No. RSM/CO/GGM(C)/...../..... Dated: for "..... (hereinafter called 'the said Tender) of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said tenderer of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs.

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

- (i) We, _____ (Bank) do hereby undertake to pay to the company an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Tenderer of any of the terms and /or conditions contained in the Agreement (the decision of the company as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us).
- (ii) We, _____ (bank) do hereby undertake without any reference to the Tenderer or any other person and irrespective of the fact whether any dispute is pending between the company and the Tenderer before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the company by reason of any breach by the said tenderer of any of the terms and condition contained in the said tender by reason of the said tenderers failure to keep the said tender open. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs.
- (iii) We, _____ (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful tenderer and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee, unless a demand or claim under this

guarantee is made on the bank in writing on or before , the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or Udaipur branch office under the signatures of the company's F.A or GGM(Cont.) / Head (Cont) shall be deemed to be sufficient demand under this guarantee.

- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer
- (v) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (viii) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under Power of Attorney date _____ granted to him by the Bank.
- (ix) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction

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

Undertaking

(on non judicial stamp paper of appropriate value)

Name of contractor.....

I S/o Sh.Agedyears.resident. of
.....on behalf of i.e. M/s hereby undertake that I
have submitted bank guarantee bearing BG no.for amountRs.
.....issued by..... bank having branch.....(for the work of
.....(reference of tender & work).

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

Signature of Contractor(s)

(Authorized Signatory)

With Seal

Place:

Date:

Compliance with the Code of integrity and No Conflict of Interest
(Annexure-a: as per RTPP Act & Rules)

Any person participating in a procurement process shall:

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

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

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

Declaration by the Bidder regarding Qualifications
(Annexure-b: as per RTPP Act & Rules)

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address

Grievance redressal during procurement process
(Annexure-c: as per RTPP Act & Rules)

The designation and address of the First Appellate Authority is -

Principal Secretary
Mines & Petroleum Department,
Government of Rajasthan,
Jaipur-302005

The designation and address of the Second Appellate Authority is -

Principal Secretary
Finance Department,
Government of Rajasthan,
Jaipur-302005

(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 non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

Form No.1

(See rule 83)

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

Appeal No. ofBefore 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)

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 therepresentative:

5. Number of affidavits and documents enclosed with theappeal:

6. Ground of appeal :.....(Suppo
rted by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract
(Annexure-d: as per RTPP Act & Rules)

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

AFFADAVIT
(on non judicial stamp paper worth Rs50/-)

E E-tender- RSMML/CO/GGM(Cont)/CONT-29/2024-25 Dated 28.03.2025

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

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

Signature of Tenderer(s)

(Authorized signatory)

With Seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of GGM (Contract), RSMML,4- Meera Marg, Udaipur-Raj-313001 along-with Tender fee, processing fee and bid security on or before the last date of tender submission.