



RAJASTHAN STATE MINES & MINERALS LTD.
(A Government of Rajasthan Enterprises)

4, Meera Marg, Udaipur - 313004
(Rajasthan)

e-TENDER DOCUMENT

for

Design, Installation, Commissioning & Operation of 65000 TPA
Rajphos Grinding Unit on DBOO basis at Jhamarkotra, Distt. Udaipur

(e-TENDER No. RSMML/CO/PROJ/GU/2026-27/04 Dated: 18.09.2026)

Issued by:

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

Phone: 0294 – 2428768 - 85, 2428744, Fax: 0294-2428790

E-mail: project.rsmml@rajasthan.gov.in,

Website: <http://www.rsmm.com>

Cost of Non-Transferable Tender Document:

Rs. 4720/- (GST Inclusive)

Date of Downloading of Tender:

From 18.09.2026 to 12.10.2026

up to 1:00 PM

Last Date of Online Submission of Tender:

12.10.2026 upto 3:00 PM

Date of Opening of Techno-commercial Part (Part I) Online: 13.10.2026 at 3:30 PM



RAJASTHAN STATE MINES & MINERALS LTD
(A Government of Rajasthan Enterprise)
PROJECTS DIVISION
Corporate Office: 4, Meera Marg, Udaipur - 313 001, Rajasthan, INDIA
URL: <http://www.rsmm.com>

RSM/CO/PROJ/GU/2026-27/00

Dated: 00.06.2026

E- DETAILED NOTICE INVITING TENDER

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

Brief Description of work		Contract Period	Bid Security/EMD (Rs)
Design, Installation, Commissioning and Operation of 65000 TPA Rajphos Grinding Unit on DBOO basis.		10 Years	77.72 Lakhs
Cost of tender document Rs. 4720/- is inclusive of GST, payable through DD in favour of "RSM Ltd, Udaipur."			
Processing Fee	Rs. 2500/- payable by DD in favour of MD RISL, payable at Jaipur		
Download website from	http://www.rsmm.com or https://eproc.rajasthan.gov.in or http://www.sppp.rajasthan.gov.in		
Period of sale of documents	From 18.09.2026 to 12.10.2026 up to 1:00 pm through DD.		
Pre Bid Meeting	29.09.2026 at 11:30 AM at RSMML's Corporate Office, Udaipur.		
Last date & time of submission of offer	Dated 12.10.2026 up to 03:00 PM at RSMML's Corporate Office at Udaipur.		
Date of opening of Techno-Commercial offer	Dated 13.10.2026 at 03:30 PM at RSMML's Corporate Office at Udaipur.		

Bidder shall be per-qualified on the basis of following criteria:

- (i) Bidder should have minimum turnover of Rs.19.44 crore in any one of the four preceding financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26 in bidder name and
- (ii) Bidder should have experience of doing work of anyone of the following:
 - A. Bidder should own grinding unit/Crushing & Sizing/ Process plant in his own name having minimum annual finished dispatch of 32500 MT in any one of the last financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26.
 - or
 - B. Bidder should have experience of successful O&M of any grinding unit/Crushing & Sizing/ Process plant with having minimum annual finished dispatch of 32500 MT in any one of the last financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26.
 - or
 - C. Bidder should have experience of mining of any mineral of 65000 MT quantity in any one of the last financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26.



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

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

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

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

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

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

Tenderer(s) (including any partner/member of JV/Consortium), who have been banned/debarred by the Company or any State/Central Government Organization/Department shall not be eligible to participate in this tender/during the currency of debarring /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. Furnishing of misleading/false information will be resulted into rejection of bid.



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

The tenderer has to deploy the requisite number of equipment required to perform the entire scope of work so as to achieve the production targets, as given by the Company from time to time.

Relaxation in bid security amount shall only be applicable as per RTPP Act 2012/ Rules 2013 for MSME's of Rajasthan having specified subject tender work mentioned in their registration.

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

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

Group General Manager (Projects)

Note:

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

Only DD of EMD, Tender document fees, processing fees, declarations and affidavits shall be physically deposited in original to RSMML Corporate Office, Udaipur and scanned copy of same is to be uploaded with other documents on or before the due date of submission.

DK
Diwani 18.08.2026
Group General Manager (Projects)



**Design, Installation, Commissioning & Operation of 65000 TPA
Rajphos Grinding Unit on DBOO basis at Jhamarkotra Dist. Udaipur**

DISCLAIMER

The information contained in this tender document (D-eNIT) or any subsequently provided information to Bidder(s), whether documentary or in any other form by or on behalf of RSMML is provided to Bidder(s) on the terms and conditions set out in this tender document

This tender document is neither an agreement nor 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 this NIT. This NIT 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 NIT 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 NIT. The assumptions, assessments, statements and information contained in this tender document, 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 document and obtain independent advice from appropriate sources. Information provided in this NIT 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Bid Stage.

RSMML 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 NIT. 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 document.

The issue of this NIT does not imply that RSMML is bound to select a Bidder or to appoint the Selected Bidder for the Project 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.



SECTION - I

GENERAL

1.1 Background

Rajasthan State Mines and Minerals Limited (RSMML) is one of the leading and progressive Undertakings of the Government of Rajasthan. It occupies a place of pride in production and marketing of non-metallic minerals in India. RSMML is a multi mineral and multi location enterprise engaged in mining of Rock Phosphate, Lignite, SMS grade Limestone and Gypsum. RSMML is not only the leader in Mining & Selling of Rock Phosphate across the country, but also a global pioneer in technology in open cast mining and mineral beneficiation of Rock Phosphate. Besides minerals, RSMML has also forayed into the Energy Sector and has a 106.3 MW installed capacity Wind Power Project at Jaisalmer, Rajasthan.

As fertiliser grade rock phosphate has become an increasingly important input for acidic soils as source of 'P', satisfying demands of an expanding population for agriculture use, RSMML proposes to install a rock phosphate grinding unit on DBOO (Design, Built, Own and Operate) basis. RSMML will provide the required land near Jhamarkotra for installation of the grinding unit.

1.2 Brief Details of the Rock Phosphate

As far as the rock phosphate resource is concerned, we are producing about 90% of indigenous rock phosphate from Jhamarkotra mines. The latest low grade minable reserves as per the report submitted by M/S MECON are about 28.559 million tonnes at Jhamarkotra mines. The material is generated during mining of ore (i.e HGO, LGO) at hanging wall and foot wall contacts.

1.3 Process Description

The party is required to design a proper flow sheet matching all the unit operations that are required for efficient operations. The ore properly sized (-12.5mm) and blended (so as to give +18% P₂O₅ by weight) is to be loaded into a ROM hopper of suitable capacity. The material will be drawn from the ROM hopper through a belt feeder/apron feeder conveyor driven by a variable speed motor to control the feed rate. Party shall consider the dry grinding to achieve the particle size of output material of minimum 90% of the material shall pass through 0.15mm IS sieve and the balance 10% of material shall pass through 0.25mm IS sieve, which is the essential requirement as per Fertilizer Control Order (F.C.O). The product is to be packed in 50Kg bags. Bags shall be supplied by RSMML.



SECTION-II

DEFINITIONS, INTERPRETATIONS AND DECLARATION BY THE BIDDER

2.1 Definitions:

The following expressions used herein and elsewhere in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent:

1. **"Agreement or Contract"** shall mean an agreement between successful Contractor and owner for performing the work as defined in the Contract.
2. **"Attested"** shall mean attestation of the photocopy of documents by the first class Magistrate/Gazetted Officer/Notary Public.
3. **"Bid"** shall mean the Bidders offer to RSMML for the design, erection, commissioning with operation and maintenance of the grinding facility in conformity to scope of work and remedying any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance.
4. **"Commissioning of grinding Unit"** shall mean Design, Installation, Commissioning & Operate of 65000 TPA grinding unit after satisfactory trial run of PG Test.
5. **"Completion Certificate"** shall mean the certificate to be issued by Engineer - In Charge / Owner when the work/s has been completed to his satisfaction as per terms of contract.
6. **"Completion Period"** shall mean the time permitted for completion of the entire Scope of Work herein specified in the required standard and to the complete satisfaction of the owner.
7. **"Contract document"** shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance thereof and shall be deemed to include any amendments, modifications to the contract document or its constituent documents.
8. **"Contract Rate or Schedule Rate" or "Tendered Rates" or "Rate of remuneration"** shall mean rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution/performance of all contractual obligations based on the production of Ground Rock Phosphate per metric tonne basis.
9. **"Contract Value"** shall mean the contracted rate multiplied by the annual quantity of ground Rock Phosphate (i.e. 65000 MT/Annum) of ten years. (Viz. 65000(1st year rate + 2nd year rate.....10th year rate)
10. **"Contractor"** shall mean the person or persons, firm or company, whose tender has been accepted by the company and shall include his/its/their legal representatives, administrators, project in-charge or successors and executors.
11. **"Dry Basis"** shall mean the product after removal of its moisture (i.e. 0% moisture).
12. **"DLOA"** means Detailed Letter of Acceptance issued by owner conveying its acceptance of bid to successful Contractor.



13. **"Effective Date"** shall mean the date of Issuance of Letter of Acceptance (LOA).
14. **"SBU-PC (Rock Phosphate)"** shall mean the Strategic Business Unit where Rock-phosphate mining operation are carried out by RSMML and is headed by the Group General Manager (Rock-phosphate)
15. **"Group General Manager (Projects)"** shall mean the Group General Manager of Project Division of RSMML or his successor in office.
16. **"Group General Manager (Rock Phosphate)"** shall mean the Group General Manager of Rock Phosphate Division of RSMML or his successor in Office.
17. **"LOA"** shall mean the Letter (or Fax) of Acceptance issued by the owner conveying its acceptance of bid to the successful Contractor.
18. **"Managing Director"** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited (RSMML).
19. **"Month"** means from the beginning date of a calendar month to the end of the preceding date of the next calendar month as per Gregorian calendar.
20. **"Ore"** or **"Rock Phosphate"** shall mean all types of sedimentary Rock Phosphate having + 18% P₂O₅ Rock Phosphate as main constituent mineral along with other associated impurities and occur as a well-defined bed with sharp and clear demarcating contact from the overburden / waste.
21. **"Owner's Representative/Engineer-In-charge"** shall mean the officer so designated in writing by the Owner and authorized to make day to day decisions.
22. **"Project Site"** shall mean the area where the Rock Phosphate Grinding Unit is to be installed.
23. **"Product"** shall mean, Ground Rock Phosphate/ Rajphos meeting requirements as per Tender.
24. **"ROM"** shall mean Run of Mines.
25. **"Owner"** shall mean the Rajasthan State Mines & Minerals Limited having its registered office at 89-90, Janpath, Lal Kothi, Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan).
26. **"Reject Product"** shall mean the lot of finished products which is rejected during the course of sampling or a left-out layer of material.
27. **"Recycling"** shall mean loading and unloading of rejected product from the yard to the ROM hopper of Grinding Unit.
28. **"RSPCB"** shall mean Rajasthan State Pollution Control Board.
29. **"Shift"** shall mean a continuous period of eight working hours or any other duration specified by the company from time to time.
30. **"Specification"** shall mean and shall include the details, design, drawings, statements of technical data equipment characteristics & properties.
31. **"Statutory obligation"** shall mean the entire obligations, which are to be complied with as per the provision of various existing legislation.



32. **"Sub Contractor"** shall mean individual firms or body or corporate contracting directly with the contractor and not with the Owner.
33. **"Tender/Bid"** shall mean the tender / bid submitted by the Contractor / bidder for consideration.
34. **"Bidder/Tenderer"** shall mean the person, firm, or Owner/Corporation submitting a tender/bid against the Invitation.
35. **"D-eNIT"** shall mean Detail e-Notice Inviting Tender.
36. **"Weighbridge"** shall mean any weighbridge either departmental weighbridge/s & or public weighbridge/s authorized by the company.
37. **"Work"** shall mean all the works to be done by and obligation to be undertaken by Contractor pursuant to this Contract.
38. **"Final Certificate"** in relation to the work shall mean the certificate regarding the satisfactory compliance and performance of the various provisions of the contract issued by the Group General Manager of SBU&PC Rock Phosphate, after the period of liability.

2.2 Declaration by the Bidder

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

1. We do hereby confirm and declare that we have independently inspected the grinding unit site, ascertained and obtained all relevant and necessary information, data, particulars, prevailing wage structure, conditions of services of workmen and working conditions, facilities, availability of surface & subsurface water & its pumping requirements, existing industrial environment etc. which are directly or indirectly related to scope of work.
2. We have ascertained the location and situation of the grinding unit area, the specified areas where we would be required to undertake the grinding activities, the location of mineral stacks site and electrical installations etc. which we will be required to maintain.
3. We have assessed and satisfied our self as to the nature, condition, quantum, extent, and scope of the work, involved in the NIT Agreement, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement etc. and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.
4. We have read & hereby accept 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.



SECTION – III

INSTRUCTION TO THE BIDDER

3.1 Instruction to the bidder & General Conditions

- 3.1.1 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.
- 3.1.2 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 the 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 fees.
- 3.1.3 All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 3.1.4 A scanned copy of EMD, e-Tender processing fee and cost of tender document must be uploaded along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 3.1.5 The cost of tender document fees and Bid Security/Earnest Money deposit shall be in the form of DD/ Bankers Cheque/ Bank Pay Order/ through RTGS/NEFT drawn in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur shall be submitted to the office of the GGM (Project), 4- Meera Marg, Udaipur on or before the scheduled date and time of submission of tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the bidder shall be rejected.
- 3.1.6 The Processing fee shall also be in the form of DD/ Bankers Cheque/ Bank Pay Order/ through RTGS/NEFT drawn in favour of "MD-RISL" payable at Jaipur and shall also be submitted to the office of the GGM (Project), 4- Meera Marg, Udaipur on or before the scheduled date and time of submission of tender.
- 3.1.7 The bidder in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The bidder is required to satisfy him in all respect, before the submission of offer.
- 3.1.8 The bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of this tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the Schedule rates. The tender is deemed to know the scope, nature and magnitude of the work and requirement of materials.



equipment, tools and labour involved, wage structures, conditions of service of company's staff/workmen doing similar and same time of work etc and as to what all works he has to complete in accordance with the contract document irrespective of any defect, omissions or error that may be found in the contract document. The contract shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the sites, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

- 3.1.9 All the provision of Rajasthan transparency in public procurement Act and rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.2. Bidder to Obtain the Information on His Own:

- 3.2.1 The bidder in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The details given in this tender document are basically for reference and guidance of the bidder. The bidder is required to satisfy himself in all respects, before the submission of offer.
- 3.2.2 The bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Owner's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, nature and conditions of rock and soil, availability of mineral, infrastructure, water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and the extent of lead and lift and all other factors involved in the execution of works.
- 3.2.3 The Contractor shall be required to comply with provisions of Contract Labour (Regulation and Abolition) Rules 1971 and Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall collect detailed information in this regard at his end.
- 3.2.4 The Contractor shall fully acquaint himself/ itself with the prevailing Industrial Environment for working at the grinding unit. The Group General Manager (Rock Phosphate) may be contacted to familiarize with the work including visit to the work site.



3.3 Tender procedure

- 3.3.1 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 3.3.2 The prospective bidder should register themselves in the e-tender portal and submit the bid electronically through the e-tender portal.
- 3.3.3 The bidders are requested to download the e-tender help manual and user manual from the portal for other reference.
- 3.3.4 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
- 3.3.5 Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are: The 24 x 7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593, (Local Help Desk No. 0141-4022688 available all working days between 9.30 AM to 6.00 PM), email: eproc@rajasthan.gov.in, support-eproc@nic.in. Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- 3.3.6 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- 3.3.7 Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process,
- 3.3.8 Bidders shall have to furnish the legible/readable bid documents in the "covers" as prescribed in the document in PDF/jpg format. All the documents should be sealed & signed by the bidder.
- 3.3.9 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.
- 3.3.10 The technical bid form and price bid form will be available in prescribed format for downloading the bid forms.
- 3.3.11 The bid forms should be filled and submitted using the digital signature certificate. The supporting document as required in support of tender should be scanned and upload in the e- tender system.
- 3.3.12 The bid form should not be changed or altered or tampered by the bidder. If the bid form is found tampered, the bids will be summarily rejected.



3.3.13 Provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013 & subsequent amendments time to time, will also be applicable.

3.3.14 In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following annexures are enclosed:

- Annexure-IV- Compliance with the Code of Integrity and No Conflict of Interest.
- Annexure-V-Declaration by the Bidder regarding Qualifications.
- Annexure-VI- Grievance redressal during procurement process and Form No.1
- Annexure-VII- Additional Conditions of Contract.

3.4 e-tendering processing charges

3.4.1 For each & every bid submitted, a non-refundable processing charge Rs. 2500/-should be paid by way of demand draft or Banker's cheque drawn in favour of "MD RISL" payable at Jaipur the payment by way of demand draft/banker's cheque/online mode may be deposited/ physically at office of GGM (Projects), RSMML, corporate office, 4, Meera, Marg, Udaipur, Rajasthan -313001 on or before the date and time of submission of the tender.

3.4.2 The payment particulars should be entered in the e-portals by the bidder while bidding.

3.4.3 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.

3.4.4 Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

3.5 Transfer of Purchased Tender Documents:

Transfer of purchased tender documents to others is prohibited. The tender document can be downloaded online from the RSMML's website, the e-procurement portal, or the State Public Procurement Portal (SPPP). Tender fee of Rs.4720/-(with GST) is to be deposited with the Techno-commercial offer without which the tender will be rejected.

3.6 One Bid per Bidder:

Each Bidder shall submit only one Tender.

3.7 Cost of Bidding:

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

3.8 General Instructions for Filling the Tender:

3.8.1 All the pages of all the sections of tender documents shall be initialled at the lower right-hand corner and signed wherever specified in the tender papers by the bidder or by a person holding power of attorney authorising him/her to sign on behalf of bidder before submission of the tender. All papers should be numbered and also bear the signature & stamp of the bidder.



- 3.8.2 The tender shall contain the name, and place of business of the person or persons, participants in the tender and shall be signed by the bidder with his usual signature. Partnership Firms shall furnish the full particulars of all the partners (with a certified copy of Certificate issued by Registrar of Firm's Register, if registered & Partnership deed) in the tender. The tender should be signed either by all the partners or by anyone partner duly authorised by all other partners of the firm. Tender by a Corporation & proprietor shall be signed by an authorised representative and power of attorney by the Managing Director or Board resolution passed by Board of Directors in that behalf will be enclosed with the tender.
- 3.8.3 Tenders containing corrections and alterations are liable to be rejected. Any corrections, over-writing and alterations, if inevitable, in the entries of the tender papers will be signed in full by the bidder with date.
- 3.8.4 The tender should be made in English only. Printed conditions on the back of letters originating from bidder will be ignored.
- 3.8.5 Bidders, in their own interest, are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Owner.
- 3.8.6 Bidder must submit their complete techno-commercial and financial offers electronically on the State e-Procurement Portal (eproc.rajasthan.gov.in). Physical submission of the bid documents via post, courier, e-mail, fax, or hand delivery will not be accepted. However, original physical instruments/documents for the Tender Fee, Tender Processing Fee, EMD/Bid Security, affidavits, declarations, and Power of Attorney must be submitted physically to the designated office of GGM (Projects), RSMML, corporate office, 4, Meera, Marg, Udaipur, Rajasthan -313001 before the scheduled date and time specified in the D-eNIT/Tender schedule. Failure to submit these original physical documents within the stipulated timeline shall render the electronic bid non-responsive and it shall be summarily rejected. The Owner takes no responsibility for a bidder's failure to submit their tender online via the e-procurement portal due to last minute technical issues or system glitches.
- 3.8.7 All Prices, Rates Bidder shall be in English language and international numerals only. The rates shall be entered in figures as well as in words wherever so stipulated in the documents.
- 3.8.8 In the context of this D-eNIT the metric system of units shall be used as far as possible.
- 3.8.9 All entries in the tender proposals shall be clearly typed.
- 3.8.10 Accepting hand written ink entries, though legible, shall be to the sole discretion of RSMML.
- 3.8.11 Erasing and over-writings is not permitted and may render such proposals liable for rejection. Minor, last moment corrections if unavoidable, be duly initialled and endorsed.



3.9 Clarifications of Contents of Tender Document:

- 3.9.1 In case an intending bidder require any clarification in connection with, or any point covered by the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company at-least 7 days before the date of Pre-bid meeting.
- 3.9.2 The Owner will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter (s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.9.3 Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/so.

3.10 Addenda/Corrigenda:

- 3.10.1 Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other aspects/reasons.
- 3.10.2 Addenda/corrigenda to these tender documents, if issued by the Owner, shall form an integral part of this tender document and must be signed and submitted along with the bid.

3.11 Currencies of the Bid and Payment:

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

3.12 Submission of Tenders:

- 3.12.1 Copies of instruments (DD/BC/BG/E-payment/Insurance Surety Bond) in support of Tender Fee, Processing Fee & EMD which are deposited in original.
- 3.12.2 Complete tender document as issued by Company digitally signed by the bidder/authorised representative of the bidder.
- 3.12.3 Duly filled Form 1 & 2.
- 3.12.4 Power of Attorney in favour of the authorised representative signing the tender, as required.
- 3.12.5 Attested Certificate of Incorporation/ Memorandum & Article of Association/ Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
- 3.12.6 Collaboration agreement, if any.
- 3.12.7 Copy of PAN No.
- 3.12.8 Copy of GSTIN
- 3.12.9 Attested copy of the Audited Balance Sheet and Profit & Loss account for the Financial Years prescribed in the tender conditions in support of the turnover.
- 3.12.10 Certified copy of documents in support of work experience like work orders, work completion certificates etc. (Form-3)



- 3.12.11 Provident Fund Account Number of establishment and its effective date/ undertaking as per Annexures.
- 3.12.12 "Exceptions & Deviations statement" to be submitted by the bidder in Form-4.
- 3.12.13 Undertaking/Declaration/compliance as per Annexure-I to XII of tender document.
- 3.12.14 Scanned Copies of bidder's financial & technical profiles and other details are to be furnished in Form-2.
- 3.12.15 Undertaking that no condition is mentioned in 'Price Bid' and confirmation to the effect that the price quoted in 'Price Bid' of the tender will be firm. Even if any condition/s, other than like discounts, are mentioned, those would be ignored, at the risk & cost of the bidder.
- 3.12.16 Bidder should submit an undertaking that there is no case/litigation pending against him with the Owner, in relation to the work.
- 3.12.17 Duly attested/certified copies of all such other documents as referred in the tender document.
- 3.12.18 The Bidder would give a declaration that they have not been banned /suspended or de- listed by RSMML. If this declaration is not given, the bid will be rejected as non-responsive.
- 3.12.19 Declaration by the contractor that "We do hereby confirm & declare that we have independently inspected the grinding unit Site and Surrounding area and ascertain and obtained all relevant and necessary information, data, particulars, working conditions, facilities, etc. and existing industrial environment. We have also assessed and satisfied ourselves as to the nature, conditions, quantum, extend, scope and magnitude of the work involved in the contract, type and condition of the soil/sub-soil, ground, working conditions of the area, availability of power supply, water supply, man & machinery requirement, conditions of the available land where the crushing plant is proposed to installed. We do hereby agree and undertake not to raise any dispute and/or objections at any stage on any ground whatsoever.

3.13 Time Schedule

- 3.13.1 Bidder has to design, procure, install & commission all facilities including grinding unit and commence production after successful trial run and Performance Guarantee test run within a period of 12 months (One Year) from the date of allotment of land by RSMML. The contract for operation and maintenance shall be for a period of 10 (Ten) years after the date of commissioning of the project.
- 3.13.2 Any declaration given by the bidder without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents submitted, as per above required details, furnished along with it. A bidder shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the bidder should put his signature along with its stamp on each page of the Techno commercial bid and should also record the date.

3.14 'Price Bid'

- 3.14.1 The 'Price Bid' shall be submitted online in the form of BOQ.
- 3.14.2 The bidder is to quote the rate online in the form of BOQ.



- 3.14.3 The rates are to be quoted in Rupees and in the prescribed price bid Performa.
- 3.14.4 While quoting the rates under this part, the bidder is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- 3.14.5 The bidder should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the BOQ for each item of work and in such a way that insertion and/or interpolation is not possible. The rates shall be quoted on firm basis.

3.15 Deadline for Submission of Bids:

The Owner may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 3.10, in which case all rights and obligations of the Owner and of the Bidders, which were previously subjected to the original deadline, will then be subjected to the new deadline.

3.16 Late Bids/ Delayed Bid:

The Owner takes no responsibility for a bidder's failure to submit their tender online via the e-procurement portal due to last minute technical issues or system glitches.

3.17 Opening of the Tender:

- 3.17.1 The Techno-Commercial Bid of the offer will be opened as per NIT.
- 3.17.2 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.

3.18 Exceptions and Deviations:

Bidders are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the bidders should mention the deviations at their risk of rejection only in Form-4. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

3.19 Earnest Money Deposit (EMD)/Bid Security/ Insurance Surety Bonds

- (i) The bidder 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 9 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/- or 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) EMD shall be returned at the earliest to the bidders whose bid has not been qualified.
- (iv) EMD of those bidders, whose price bid have been opened, will be return to them, on acceptance of the LOA by the successful bidder.
- (v) Bidder may also furnish EMD/Bid security in the form of Insurance Surety Bond.
- (vi) EMD of the successful bidder shall be returned only after furnishing of Security Deposit and Additional Performance Security (if any).

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

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

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

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, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

The bid Security of a tenderer shall be forfeited in the following cases: -

- (i) If the tenderer withdraws or modifies the offer after submission of the tender.
- (ii) If the successful bidder does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/LOA issued in favour of tenderer.
- (iii) If the successful bidder does not execute the agreement, in the prescribed form within one month of the date of work order/LOA issued in favour of tenderer.
- (iv) If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
- (v) If the successful bidder fails to commence to work within the stipulated period.
- (vi) In case of forfeiture of EMD, GST shall be deposited by the company and bidder shall not be eligible to claim input tax credit on this GST amount.
- (vii) If the successful bidder fails to convey acceptance of DLOA within the time prescribed or make any conditional acceptance of the DLOA.
- (viii) The successful tender does not submit the prescribed security deposit within the stipulated time after the issuance of the DLOA.



- (ix) The successful bidder fails to execute the agreement for installation and commissioning of the plant within the prescribed period after the issuance of DLOA.
- (x) If the successful bidder has submitted any wrong information / forged document along with tender or thereafter.
- (xi) If the successful bidder fails to commence the work within the prescribed period.

3.20 Validity:

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

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

3.21 Examination of Bids and Determination of Responsiveness:

3.21.1 Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid:

- has been properly signed;
- is accompanied by the required securities; and
- is substantially responsive to the requirements of the Bidding documents.
- A substantially responsive Bid is one which confirms to all the terms, conditions and specification of the Biding documents without material deviation or reservations.
- A material deviation or reservation is one:

which affects in any substantial way the scope, quality, or performance of the work; and/or which limits in any substantial way, inconsistent with the Bidding documents, the Owner's right or the Bidder's obligation under the contract; and/or whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

3.22 Evaluation of Bid

3.22.1 The bids of substantially responsive bidders will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the bidder based upon the information provided by the bidder in the bid and the information that may otherwise be available to and/or gathered by RSMML. The decision of RSMML as to which bidder is capable & competent to carry out the work shall be final. No change in prices shall be allowed on this account.

3.22.2 If a Bid is not substantially responsive, it may be rejected by the Owner at its sole discretion.



- 3.22.3 The bidder shall be prepared to furnish clarification/information and attend meetings/discussions as required by the Owner from time to time.

3.23 Price Negotiation:

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

3.24 Correction of Errors:

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

3.25 Process to be Confidential:

- 3.25.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Owner's processing of Bids or award decision may result in rejection of his bid.
- 3.25.2 The bidder may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders

3.26 Notification of award and Signing of Agreement:

- 3.26.1 The bidder, whose Bid has been accepted, will be notified of the award by the Owner, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the



"Letter of Acceptance/Detailed Letter of Acceptance ") will state the sum unit that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").

3.26.2 The notification of award will constitute the formation of the Contract. The execution of agreement as per clauses, below would be the formalization of agreement that was commenced with the issuance of LOA/DLOA.

3.27. Signing of the Contract Agreement:

3.27.1 The successful bidder shall be required to execute an agreement on non-judicial stamp paper of the state of Rajasthan of appropriate value under Indian Stamp Act with the Owner within 30 days from the date of intimation regarding acceptance of tender, DLOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor. The Proforma for execution of agreement is given at Form - 9. The stamp duty payable shall be in accordance with the Rajasthan Stamp Act, 1998 (Act No. 14 of 1999) which is at present @ 0.15% of the value of contract subject to a maximum of Rs.25.00 lacs (Rupees Twenty Five Lacs only).

3.27.2 The contract agreement shall consist of:

- An agreement on non-judicial stamp paper of appropriate value.
- Tender document, along with the addenda/corrigenda, if any.
- Letter of Acceptance and/or Detailed Letter of Acceptance.
- Agreed Variations, if any,
- Any other document as mutually agreed.

3.28 Rights of Owner:

The Owner reserves the right:

- 3.28.1 To accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- 3.28.2 Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- 3.28.3 (To increase / decrease the quantity and period of contract, without any additional obligation on it.)
- 3.28.4 To reject the offer, if it is established that the bidder has submitted any wrong / misleading information or forged documents along with the offer or thereafter.
- 3.28.5 To alter the date of commencement of work.
- 3.28.6 The Owner may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RSMML's action.

3.29 Refusal/Failure:

3.29.1 In the event the Bidder, after the issue of communication of Acceptance of Tender by the Owner (DLOA), fails/refuses to accept the award and/or furnish security deposit and/or commence execution of the work as herein before, the Bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and wilful breach of contract, and in such an event the



Owner shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit so deposited as per RTPP Act.

- 3.29.2 If the bidder does not convey acceptance of LOA/DLOA and/or fails to furnish security deposit and/or fails to commence the work within a period of 30 (thirty) days from the date of issue of intimation regarding acceptance of tender (LOA/DLOA), owner may award tender to next higher bidder or may resort to re-tendering.

3.30 Pre-Bid Meeting

- 3.30.1 RSMML proposes to hold a pre-bid meeting to clarify doubts of the prospective bidders of the tender. The meeting will be held at corporate office, Udaipur on 29.09.2026 at 11.00 AM.
- 3.30.2 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.
- 3.30.3 The pre-bid queries must be submitted to the RSMML office at least 7 days prior to the scheduled pre-bid meeting. No queries, requests for clarification, or representations shall be entertained by the Company after the conclusion of the pre-bid meeting. The Company shall have no obligation or responsibility to respond to, consider, or reply any query/clarification submitted thereafter.



SECTION-IV
GENERAL CONDITIONS OF CONTRACT

4.1 Interpretation of Contract Document:

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

4.2 SECURITY DEPOSIT/PERFORMANCE GUARANTEE

- 4.2.1 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 such communication of acceptance of tender/Letter of Acceptance, for due fulfilment of all or any of the terms & conditions of the contract in any of the following manners
- 4.2.2 Bank Guarantee (B.G.) amounting to 10% of the value of contract in favour of RSMML Udaipur. The Bank Guarantee shall be provided only in the approved format of the company (Performa is placed at Annexure-VIII) from a Public Sector Bank/Private sector bank/AU Small Finance Bank Ltd. (as per list annexed with tender at Annexure-XII) 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. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the company.
- 4.2.3 The successful bidder may also deposit the SD @ 10% in form of Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public Sector bank / Private Sector Bank / AU Small Finance Bank Ltd. 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.
- 4.2.4 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/successful bidder.



- 4.2.5 The successful bidder may also deposit the SD @ 10% in form of BG/ Insurance Surety Bond.
- 4.2.6 The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from each running and final bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of performance security or refunded, if the successful bidder furnishes the full amount of security deposit.
- 4.2.7 The security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the company, should the contractor either fail to fulfil the contractual obligations or fails to settle in full his dues to company. In case of Premature termination of the contract, the security Deposit will be forfeited and the company will be at liberty to recover the loss suffered by it from the contractor.
- 4.2.8 The company may deduct form the security deposit any sum due and any other sum that may be fixed up by the company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.2.9 All compensation or other sum 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 or any account and in the event of such amount being insufficient the contract shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 4.2.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.2.11 In case the bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.2.12 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 any time be less than the amount so specified. The company may recover the same by way of additional deduction from the bills.
- 4.2.13 No interest is payable on S.D amount.
- 4.2.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to contractor.



- 4.2.15 If the contractor or their employee causes any damage or destroy any property 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.

4.3 Additional Performance Security

- 4.3.1 In addition to performance security as specified in rule 75 of RTPP Act & Rules, an Additional performance security shall also be taken from the successful bidder in case of unbalance bid. The Additional performance security shall be equal to fifty percent of unbalanced bid Amount. The Additional performance securities shall be deposit in lump sum by the successful bidder before execution of Agreement. The Additional performance security shall be deposit through e-Grass, Demand Draft, Banker's Cheque, Government securities or bank Guarantee Explanation:

- 4.3.2 For the purpose of the rule,-

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

4.4 Provident Fund:

- 4.4.1 The contractor shall be wholly responsible for complying with the fulfilments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.4.2 The Contractor shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Bidder is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 4.4.3 However, each running account bill must be submitted along with the name of all the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees along with their CPF a/c number and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Engineer-In-Charge.



- 4.4.4 Alternatively, if the intimation of remittance of PF dues is not received by the Owner every month then the Engineer-In-Charge shall be authorised to deduct a lump sum amount @ 10% of the bill amount on account of PF, which shall either be refunded to the contractor on its furnishing proof that contractor has deposited the required amount of PF along with the employer's contribution or shall be retained by RSMML for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the contractor.

4.5 Sub-Letting of Work:

The Contractor shall have the sole responsibility for whole of the work included in the contract. No subletting of contractual work shall be permitted and the entire responsibility of execution of work shall remain solely with the contractor.

4.6 Patents/Copyright/Trade Mark:

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

4.7 Employment of Manpower and their Conduct

- 4.7.1 All the labour / workers engaged by the contractor for scope of work will be on roll of contractor & covered under provision of contract i.e. under PF rules, ESIC rules and various other laws, rules as applicable.
- 4.7.2 Contractor has to engage adequate number of permanent labours/ staff/ supervisors/ managers etc., required for execution of the contractual work and he will be wholly responsible to bear all wages, emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act, 1923 or any other act in respect thereof. RSMML will not, in any manner and at any time or at the closure/termination of this contract, be responsible to bear any liability or part thereof in respect of the labours/ staff/ supervisors/ managers etc. to be engaged by the contractor for the contracted work.
- i. Labour License: The contractor shall have to obtain & produce the license for engaging labours at Mines under the contract, Labours (Regulation and abolition) Act 1970 before starting the work.
 - ii. It shall be opened to the company to enforce replacement of any of their staff in the event of Engineer-in-Charge finding them incompetent or otherwise unacceptable at any time after the appointment has been made. Whenever in the opinion of the Engineer-In-Charge additional sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof.
 - iii. The Contractor shall be responsible for the proper conduct and behaviour of all the labours/ staff/ supervisors/ managers and others and shall exercise a proper degree



of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

- iv. All contractor's personnel entering upon the Company premises shall be properly identified by badges/identity cards of a type acceptable to the Company which must be worn/kept at all times while in or upon Company's premises.

4.8 Contractor to Be Liable for All Payment to His Workers/Employees:

- 4.8.1 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.8.2 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 4.8.3 The Owner shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the Owner will be on the basis of accepted rates and work executed thereof.
- 4.8.4 The contractor will ensure that all the employees engaged for works related to the entire scope of work of the contract should be on the roll of the employer. Details of bank transfer of salaries, PF contribution details, and ESIC contribution details of all employees engaged for works related to scope of work should be enclosed with each bill.

4.9 Statutory Obligations:

The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his sub-contractor/s, if any, with all applicable Central, State, Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. The contractor shall follow Mines Act, Mines Rules & Regulations and all other laws, rules as applicable.

4.10 Billing and Payment:

The contractor will raise the invoice on a monthly basis in three copies with supporting calculations. RSMML will make the payment subject to applicable statutory deductions under this agreement. The contractor will raise the invoice within 7 days from the expiry of the month.



4.11 Rate & Taxes:

- 4.11.1 The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- 4.11.2 The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- 4.11.3 Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 4.11.4 In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him or from Security deposit, as the case may be.
- 4.11.5 Any fresh imposition/ withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the company, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- 4.11.6 The company shall fully entitle to deduct income tax/GST TDS and /or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

4.12 Indemnity

- 4.12.1 The Contractor shall at all times, indemnify and keep indemnified the Owner, including its employees, authorised agents and the Engineer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from.
- 4.12.2 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 Owner without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 4.12.3 Contractor shall also keep indemnified the Owner 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.



4.13 Waiver and Liability to Pay Compensation:

- 4.13.1 In any case in which any of the powers conferred upon the Owner shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.13.2 In the event the Owner exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, explosives, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Engineer-In-Charge.

4.14 Owner Not Liable to Pay Compensation:

The Contractor shall have no claim against the Owner for any business loss, idle charges, compensation upon failure, delay, omission etc. on the part of the Owner to carry out any or all the provisions of the contract for any reason whatsoever.

4.15 No Claim If Work Is abandoned or postponed:

The Contractor have no claim, whatsoever against the Owner 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 Owner or for security or for any other reason/so The Owner's decision in this regard shall be final and binding on the Contractor.

4.16 Use of Completed Portions:

- 4.16.1 Whatever, in the opinion of the Owner the work or any part thereof is in a condition suitable for use and in the best interest of the Owner requires use, the Owner may take possession thereof, or use the work of such part thereof.
- 4.16.2 All necessary repairs and renewals in the work or part thereof, shall be at the expenses of the Contractor. The use by the Owner of the work or part thereof as contemplated in this clause shall in no case be construed upon constituting acceptance of the work or any part thereof.
- 4.16.3 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions, as may be issued from time to time to the contractor by the Engineer in Charge whether specifically mentioned in the contract or not.

4.17 Coordination and Inspection of Work:

- 4.17.1 The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be issued by the Engineer-in-Charge or his authorised representative.



- 4.17.2 In order to provide for the complete and proper co-ordination of all phases of work the Contractor shall co-operate to the full extent with the other contractors, working in the area and the departmental work of the Owner being executed in other areas of the mine. The Contractor shall confer with Engineer-in-Charge or his authorised representative regarding details, pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and departmental work of the Owner.

4.18 Work on Weekly Day of Rest & Holidays:

Subject to the compliance of legal provisions, and conditions of service of workmen for carrying out work on the weekly day of rest and holidays, the Contractor will approach the Engineer-in-Charge or his representative and obtain prior permission. No extra payment will be considered for working on a weekly day of rest and other holidays. The contractor will make payment to the labour for the paid holidays declared by the Owner from time to time.

4.19 Other Conditions, Overtime etc:

- 4.19.1 Three shifts per day working to be considered by the contractor while formulating and quoting his rates. No extra claim will be entertained by the owner on this account. The contractor shall be responsible for idle wages, if payable, to his workers.
- 4.19.2 The Contractor must arrange for the placement of his workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The owner will not entertain any claim for idle time payments, whatsoever.
- 4.19.3 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act 1948 and all other acts, rules as applicable should be kept in view, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.

4.20 Discrepancies between Instructions:

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

4.21 Inspection of Works:

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



4.22 Assistance to the Engineers:

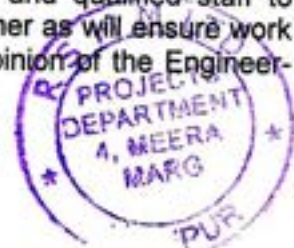
The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

4.23 Contractor's office at Site:

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

4.24 Safety, Sanitary & Medical Facilities:

- 4.24.1 The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the Engineer-in-Charge at the Contractor's expenses.
- 4.24.2 The Contractor shall be responsible for the safety and discipline of his employees in all facets of the work and shall provide at his cost and ensure the use of safety belts, safety boots, guards, helmets, goggles, dust masks, ear plugs and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract. The violation of the same will not be allowed and non-compliance will attract a penalty fixed by the department concerned.
- 4.24.3 The Contractor shall promptly and immediately report serious accidents to any of his employees to the Engineer-in-charge / Mines Manager and shall make at his cost immediate arrangements to render all possible medical and other assistance to such affected employees/persons.
- 4.24.4 All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide wash rooms & toilets for the use of the employees at the work site at his cost.
- 4.24.5 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. Medical check-ups & Vocational Training of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.
- 4.24.6 The contractor shall follow Mines Act, Rules & Regulations etc. as per DGMS (Director General of Mines Safety)
- #### **4.25 Contractor's Subordinate Staff and Their Conduct:**
- 4.25.1 The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-



in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision over the work entrusted to them.

4.25.2 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the Engineer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner and/or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs/compensation in connection therewith.

4.25.3 The Contractor shall be responsible for the proper conduct and behaviour of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

4.26 Damage to Property:

The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his cost to the satisfaction of the Owner any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premises of the Owner, if such losses or damages is due to fault and/or negligence or wilful acts, omission, and/or any other reason whatsoever of the Contractor and/or his sub-contractor/s, their employees, agents, representative etc.

4.27 Fire Prevention:

The Contractor shall take all reasonable precautions to prevent fire in the vicinity of his/its operations, and shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his employees or his subcontractors or their employees or Owner's operations or its employees.

4.28 Rights of Various Interests:

4.28.1 The Contractor shall co-operate and afford other contractors reasonable opportunity of access to the works for the carriage and storage of materials and execution of their works.

4.28.2 Whenever the work being done by any department of the Owner or by other Contractors employed by the Owner is contingent upon work covered by this contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in



general harmony. The Contractor shall be bound by such determination by the Engineer-in-Charge without any claim for any additional payment, damages etc, whatsoever.

4.29 Power of Entry:

During execution of Contract, if in the opinion of Engineer-In-charge, it is found that:

- a. Contractor has failed to execute the Contract in conformity with contract document, or
- b. Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the Engineer-In-Charge, or
- c. Contractor has failed to carry on and execute the works to the satisfaction of the Engineer-In-Charge, or
- d. Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed, or
- e. Contractor has abandoned the works, or
- f. Contractor during the continuance of the contract has become bankrupt.

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

4.30 Power to Order Suspension of Work:

The owner may, from time to time, by direction in writing and without in any way invalidating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the Owner to proceed. In the event of suspension exceeding three days the Owner may under the provision of the contract extend the time for completion of work or part thereof by such time as it may find reasonable. The decision of the Owner in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the Owner. If the Contractor is compelled to suspend the work or any part thereof he should report to the Engineer-in-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof, on his own. The quantum and mode of payment shall be mutually decided. It will be, however, the sole discretion of the owner & will not be available as right of the contractor.

4.31 Liens:

If, at any time, there should be any lien or claim for which the Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Owner all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.



4.32 Right of Way:

- 4.32.1 The right of way for the facilities to be constructed under the contract will be provided by the Owner. Nothing herein contained, however, and nothing marked on the site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.
- 4.32.2 When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the Engineer-in-Charge at his discretion for the other works to the extent and in the manner as feasible. It shall not be objected to by the contractor. No such decision, as to the method or time of conducting the work or the use of territory, shall be made the basis of any claim for delay or damage or compensation.

4.33 Change in Constitution:

The Contractor shall inform and take prior consent from the Owner before any change is made in the constitution of the firm/Owner or induction or retirement of any of the partners/directors at the earliest.

4.34 If the Contractor Dies:

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

4.35 Compliance in respect of Various Acts:

- 4.35.1 The contractor shall ensure that his execution of the contract as well as the facility provided by him comply to all provisions of the relevant legislations, regulations and by-laws of the central / state / local authorities having jurisdiction at site and shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at his own cost.
- 4.35.2 The contractor shall give all notices required under the said acts, regulations, and / or by-laws and shall indemnify RSMML towards any omission or commission in this regard.
- 4.35.3 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Owner reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Owner.
- 4.35.4 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so as to avoid any breach of law.
- 4.35.5 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the Owner in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them.
- 4.35.6 The contractor shall take all necessary steps and precautions to ensure that his workers and employees (including deemed employees) engaged for the work under



the terms of the contract shall work in accordance with all applicable codes, statutory regulations and engineering practices.

4.35.7 The contractor shall have a valid labour license and shall submit the copy of it within seven days of award of work.

4.35.8 The contractor shall obtain group insurance policy or any such policy for the entire contract period for their employees and the same shall be submitted for verification.

4.36 Statutory Building:

The Contractor shall build as per approved plans and drawings at the approved sites for first aid room and first aid station/rooms, latrines, urinals, crèche, canteen etc, as required under various statutory provisions within one month after the commencement of the work. If the aforesaid buildings are not constructed within the stipulated time, the Owner reserves the right to withhold payment or part of the payment until buildings as mentioned above are provided and the Contractor shall be bound by such decision of the Owner.

4.37 Compensation and Liability:

4.37.1 Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for their employees if such employees are not covered under the Contractor's insurance.

4.37.2 In case of an accident in respect of which Workman's Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the Engineer-in-charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Engineer-in-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Engineer-in-charge.

4.37.3 The Owner shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Owner 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.

4.38 Insurance:

4.38.1 The Contractor will be solely responsible for all equipment and material installed/used by him for execution of work covered in the contract, and will arrange necessary insurance at his own cost. Policy obtained shall be covering the "Principal's Interest."

4.38.2 In case of any damage, loss, pilferage of equipment and material, the contractor will arrange prompt repair/replacement to restore the grinding facility. Fire insurance coverage for the stock of HDPE bags shall be the responsibility of the contractor.

4.38.3 Before commencement of the work, the contractor will ensure that all its employees and representatives are covered by suitable comprehensive insurance against any damage, loss, injury or death arising out of the execution of the work or on carrying out the contract as to cover all risks including "workmen compensation insurance act" and



rules made there under. This insurance coverage should continue during the entire period of contract. When required, the contractor will produce to the owner the policy and premium receipt of the said insurance. No amount shall be paid by the owner on this account.

- 4.38.4 All claims in the said policies shall be lodged and pursued by the contractor and owner will not have any liability in this regard. The risk, cost and consequence of the contractor's failure to arrange for insurance coverage shall be solely to the contractor's cost and account and owner shall have no liability thereof.

4.39 Liability for Accident to Persons:

Besides the liabilities of the Contractor under the "Workmen's Compensation Fatal Accident Act, Motor Vehicle Act, "Mines Act" the following shall also apply to the Contractor:

- 4.39.1 On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Engineer-in-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the Owner, against all claims/compensation, loss or damage sustained by the Owner resulting directly or indirectly from his failure to give intimation in the matter aforesaid, including the penalties or fines, if any, payable by the Owner 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.

4.40 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 lock-outs, 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 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.

4.41 Notices:

4.41.1 Serving Notice on Contractor:

Any notice hereunder may be served on the Contractor or his/its duly authorised representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be



conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Owner, the name, designation and addresses of his /its project in-charge or his authorized representative at the work site and at Jhamarkotra Mines (SBU-PC Rock Phosphate)

4.41.2 Service of Notice and Communication with the Owner and the Engineer-In-Charge:

Notice and communication addressed to the Owner or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

- i. In the case of the Owner, if dispatched by registered AD/Speed post to the Group General Manager (Rock Phosphate) at Jhamarkotra Udaipur, and

In the case of the Engineer-In-charge, if dispatched or left at or posted to the address of his/its authorised representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

- 4.41.3 Notice and communication addressed to the Owner shall be valid only if duly signed by the Contractor or his duly authorized partner or his project in-charge or his authorized representative acting for him on his behalf.

4.42 Contractor's Default and Termination:

- 4.42.1 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time, or fails to perform any of his obligations under the contract, or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company at its option, by written notice, to proceed in any of the following manners:

- a) **Opportunity to Cure (07 Days Notice):** Before determining the contract, if in the judgment of the Company the default or defaults committed by the Contractor are curable, the Company may, by notice of seven (07) days in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- b) **Termination of Contract (30 Days Notice):** To determine and terminate the contract by giving a notice of thirty (30) days. The contract shall cease to be in force on and from the date notified by the Company, whereupon the Contractor shall stop all contract work then in progress. The Company may take over the incomplete work, and the Contractor and his sureties shall be liable to the Company for any excess costs occasioned by such takeover and completion over and above the rates payable under the contract.
- c) **Risk & Cost Completion (15 Days Notice):** Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor. The Contractor and his sureties shall be liable to the Company for any excess or additional costs occasioned by such work being completed by the Company or a third-party agency.

- 4.42.2 In the event of the Company proceeding in the manner prescribed in Clause 4.42.1 (b) or (c):

- (i) **Forfeiture of Security & Use of Site Equipment:** The whole of the Security Deposit furnished by the Contractor or retained by the Company shall stand forfeited unless specified otherwise by the Company in writing, without



prejudice to the right of the Company to recover excess completion costs. The Company shall have the right to take possession of the sites to complete the work, utilizing any or all materials, equipment, plant, tools, and tackles belonging to the Contractor available at the site. The Contractor shall not be entitled to any compensation for the use of, or damage to, such materials, equipment, or plant.

- ii) **Retention of Outstanding Dues:** Any money due to the Contractor for work already executed shall be withheld and shall not be payable until the expiry of six (06) calendar months from the date of termination or takeover. During this six-month period, responsibility for faulty workmanship rests exclusively with the Contractor. These retained funds shall be subject to the deduction of all amounts due, authorized, or required to be recovered by the Company.

4.42.3 Immediate Action Without issuing prior Notice (Insolvency or Abandonment):
The Company shall have the right to proceed with the remedies detailed in Clause 4.42.2 immediately and without the requirement of any prior notice to the Contractor in the event of the Contractor:

- Abandoning the execution of the contract work for a continuous period of one month; or
- Becoming bankrupt or insolvent; or
- Compounding with his creditors, or assigning the contract in favor of his creditors or any other person(s); or
- Going into voluntary or compulsory liquidation (being a firm or corporation).

4.42.4 Accrued Rights: Termination of the contract as aforesaid shall not prejudice or affect any rights or remedies of the Company which may have accrued up to the date of such termination.

4.43 Dispute Jurisdiction:

- 4.43.1** The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the Owner shall be final and binding.
- 4.43.2** No courts other than the courts located at district Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.43.3** The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

4.44 Governing Law:

The contract shall be construed in accordance with and governed by the laws of India. In the event of any litigation, the court at Udaipur, Rajasthan shall have exclusive jurisdiction.

4.45 Government and Statutory Clearances:

The contractor shall be responsible for obtaining all the necessary clearances and statutory permissions like CTE, CTO from RSPCB/ MoEF&CC for project site, establishment and operation of grinding unit.



4.46 Intellectual Property:

1. Indemnity Against Infringement-The Contractor shall indemnify the Owner from and against any demands, claims, suits, and causes of action and any liability, legal costs, expenses, settlements arising from or incurred by reason of any infringement or alleged infringement of registered design, unregistered design right, copyright, trade mark or trade name by the use or possession of projects. The Contractor hereby represents to the Owner that, as of the date 30 (thirty) days prior to the date of execution of the contract, the Contractor has received no notification of any rightful patent infringement claim, which would prejudice the Owner's right to use or maintain.
2. Conduct of Proceedings-In the event of any claim being made or action brought against the Owner which is covered by the indemnity, the Owner shall promptly notify the Contractor thereof and the Contractor may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise there from.
3. Infringement Preventing Performance-If, in consequence of any infringement of registered design, copyright, trademark or trade name, the Contractor is prevented from executing the Works, or the Owner is prevented from using the Project, the Contractor shall at his own expenses procure for the Owner the right to continue using the relevant Project or part thereof with a non-infringing solution, modify the relevant part so it becomes non-infringing.

4.47 Publicity:

The contractor shall not permit any information about or photographs of the work to appear without the written consent of the owner, contractor shall, however provide to the owner such photographs of any part of the work as the owner may require or provide facilities to the owner to take such photographs for the purpose of indicating progress, technical description or publicity.



SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

5.2 **Pre-Qualification Criteria:**

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

- i) Bidder should have minimum turnover of Rs.19.44 crore in any one of the four preceding financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26 in bidder name.
- ii) Bidder should have experience of doing work of anyone of the following:
 - A. Bidder should own grinding unit/Crushing & Sizing/ Process plant in his own name having minimum annual finished dispatch of 32500 MT in any one of the last financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26.
or
 - B. Bidder should have experience of successful O&M of any grinding unit/Crushing & Sizing/ Process plant with having minimum annual finished dispatch of 32500 MT in any one of the last financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26.
or
 - C. Bidder should have experience of mining of any mineral of 65000 MT quantity in any one of the last financial years i.e. 2022-23, 2023-24, 2024-25 & 2025-26.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the bidder. The price bid of only through 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.

Bidders who have been banned/ suspended by the company or any government organisation/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

The Company reserves its right to call for any additional information so as to check the eligibility of the bidder. The Company may reject any tender based upon the past performance record of the bidder (or of the business firm, companies, concerns, Societies with which the bidder are associated) with the company.



Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if it is established that bidder has:

- a. made misleading or false representation in the form(s), statement(s) and attachment(s) submitted in proof of the pre-qualification requirements, and/or
- b. it is established from our records that the bidder has poor performance by way of abandoning the works, not completing the contract properly, inordinate delays in completion, or financial failures etc.

5.3 Evaluation of Price Bid & Criteria for deciding L-1 Bidder

The price bids of the techno-commercially acceptable bidders will be evaluated to ascertain the relative status with respect to overall contract values.

Price comparison criteria for selecting L-1 for Production of Rajphos/Ground Rock Phosphate as per specification by installing a 65000 TPA capacity Grinding Unit on Design, Built, Own & Operate (DBOO) basis for 10 years at Jhamarkotra, District Udaipur, Rajasthan. The NPV for total amount payable in ten years as per year-wise rate quoted for 65000 MT per year shall be worked out with 12% discounting factor to determine the L-1 Bidder.

S. No.	Description	Value (Rs.)
1.	Discounted rate of O&M Charges in Rs per MT of Production of Rajphos/Ground Rock Phosphate as per specification by installing a 65000 TPA capacity Grinding Unit on Design, Built, Own & Operate (DBOO) basis for 10 years at Jhamarkotra, District Udaipur, Rajasthan. (Discounted rate in Rs per MT of Production of Rajphos/Ground Rock Phosphate shall be calculated taking NPV of yearly per MT rates (as per Bid response sheet -1) for 10 years discounted @ 12.00% per annum (upto last date of contract period).	

Note:

- NPV denotes net present value of O&M Charges in Rs per MT of Production of Rajphos/Ground Rock Phosphate. For 1st year NPV shall be taken as quoted rate and discounting starts from 2nd year quoted rate and so on for calculation.
- L1 shall be decided on the basis of lowest total discounted contract value offered. The total discounted contract value shall be determined as under:
 - O&M Charges for entire contract period = Estimated quantity of 65000 MT per annum X Discounted rate of O&M Charges in Rs per MT of Production of Rajphos/Ground Rock Phosphate for respective year up to completion of 10th year.
- The estimated quantity of 65000 MT per annum is mentioned for the purpose of determination L-1 Bidder only.



5.4 Contract Term:

The work covered by this contract shall be executed strictly as per time schedule and be completed in stages on or before the dates as mentioned in the time schedule for completion of works. The contractor should bear in mind that time is of essence of this agreement, unless such time be extended pursuant to the provisions of agreement. Request for revision of completion time after tenders are opened will not be considered.

1. Project phase: -The contractor has to design, procure, install & commission all facilities including grinding unit and commence production after successful trial run and performance Guarantee test run within a period of 12 months (One Year) after allocation of land from RSMML. RSMML shall use its best endeavours to allot the identified land to the contractor within 60 (sixty) days from the date of execution of the formal contract agreement. No compensation, idle charges, or interest shall be payable by RSMML on account of such delay in land allotment.

2. Production period: -The contract for operation and maintenance shall be for a period of 10 (Ten) years from the date of commissioning of the project. This period is not inclusive of the creation, commissioning etc of the grinding unit within 12 months.

5.5 Extension of Time for Completion of Project Phase:

If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the engineer-in-charge mentioning the hindrance on account of which he desires an extension. The engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds have been shown authorize such extension of time may be necessary or proper. The extension of time granted under this clause is without prejudice to the owner's rights under other provisions of this contract. If no extension of time is demanded within a given time frame then the contractor shall be deemed to have waived-off his rights.

5.6 Extension of Contract Term:

The contract period beyond the stipulated period of 10 (Ten) years may be extended on the same rates, terms and conditions and at the sole discretion of the Company in accordance with the applicable relevant provision of RTPP, Act & Rules.

5.7 Materials to be supplied by the Contractor:

The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.

5.8 Loading and Unloading of Raw Material

Transportation of Rock-Phosphate chips using dumpers/trucks from Jhamarkotra Mines to Grinding unit. Loading it at Jhamarkotra & Unloading and proper stacking of material at the grinding unit shall be carried out by the contractor. Raw material shall be provided as per the availability.



5.9 Shortages & Settlements:

1. The contractor shall make his own arrangement for loading of LGO chips from Jhamarkotra mines.
2. The quantity as recorded in the Rawanna issued by RSMML weigh bridge will be final to ascertain the quantity of rock phosphate delivered to Grinding Unit Rawanna shall mean the statutory document issued by the Department of Mines and Geology and generated at the time of stock transfer of LGO Rock-phosphate from Jhamarkotra Mines to the Grinding Unit.
3. The company may have a stock survey at any time, the contractor will be informed about it and he may depute his authorized person/employee to witness the survey/assessment of stock & sign in documents. company is free to have such assessments/surveys at its own & contractor shall be bound by it.
4. The contractor will deliver back the same quantity of ground material as delivered to them subject to transit & grinding loss up to **0.5% (half percent) per annum**. The losses will be computed on annual basis and losses exceeding 0.5 % in a year will be recovered from the contractor.

5. The recovery will be made as per following formula:

Shortages (in MT) X (Prevailing ex-Factory Sale Price of Rajphos/GRP – Rate payable to the contractor) - cost of bags.

For example, Sale Price of Rajphos = Rs 3200 per MT

Remuneration to contractor = Rs 600 per MT

Cost of bag = Rs 10 per bag

Shortage as per above clause = 100 MT which requires 2000 bags

Then, Recovery = $100 (3200-600) - 20000 = (100 \times 2600) - 20000 = \text{Rs } 240000/-$

6. For ascertaining the quantity of ground rock phosphate (Rajphos), the weights recorded at RSMML weighbridge/any public weigh bridge as required will be considered for payments. In case of dispatch through Railway Rake, the quantity of Ground Rock-phosphate (Rajphos) as mentioned in the Railway Receipt (RR) may be considered for settlement purposes.
7. The contractor will ensure that each bag contains **gross 50.1 kg. of ground rock phosphate** at the time of actual loading. RSMML shall have the absolute right to check any or each bag for quantity. Any bag found to contain less quantity shall have to be opened & repacked with 50 kg material. The cost of entire operation will be borne by the contractor, if less quantity is found in any bag at any other time & place and if the bag is found intact, then the contractor will be solely responsible for suitable compensation to RSMML.
8. RSMML shall allow contractor **moisture losses on above 0.5% basis** based on results of analysis conducted by quality control department RSMML or authorized laboratory, on samples drawn at the time of dispatches from mines of RSMML.
9. The contractor will be responsible for safety & security of rock phosphate chips, ground rock phosphate, empty HDPE bags and packed HDPE bags at the grinding site:



10. The contractor shall ensure proper stacking of HDPE empty & filled HDPE bags in their premises. **Damages of HDPE bags are allowed only up to 1% of dispatched ore in HDPE bags.** If the damage is more than this, deductions will be made as per average cost of HDPE bags for that particular financial year. The empty HDPE bags shall be of open type for manual packing & weighment
11. The scattered ore from torn / damaged HDPE bags inside premises are to be refilled in to HDPE bags up to the permissible limit

5.10 Escalation/De-Escalation (HSD)

1. Transportation of Rock-phosphate chips using dumpers/trucks from Jhamarkotra Mines to Grinding unit and unloading.
The prices quoted will remain firm and fixed during the currency of the contract. Only the variation on account of Diesel shall be considered as follows:
2. The contractor shall have to submit a claim for price variation along with a certificate of Diesel price revision issued by dealers of IOCL as and when the diesel prices undergo a change.
3. For the purpose of price variation, the consumption norm of diesel shall be taken as 0.02 litres per Km per MT.
4. The one side shortest distance from the mines loading point to the Grinding unit will be measured and will be taken on actual.
5. The retail price of diesel (HSD) of IOCL at Udaipur is Rs.98.50 per litre will be considered as base price for quoting the rates.
6. The formula for computation of Price Variation is as follows:

$$\text{Price Variation} = D \times (P1 - P0) \times 0.02$$

Where D is the distance from Jhamarkotra Mines loading point to Grinding unit and back.

Where P1 is the revised diesel rate as on 16th of each month.

Where P0 is the base rate of diesel as specified in para 5.10.5 above.

5.11 Completion Certificate Project Phase:

On completion of the tenure of contract will apply to the Engineer in charge for the issue of Completion Certificate and the same will be issued within 1 month of the completion of work in all respects, after verifying from the documents.

5.12 Process Guarantee:

1. The plant shall be guaranteed to produce 65000 MT per annum of Ground Rock Phosphate/Rajphos throughout the entire period of contract.
2. The plant shall be guaranteed to operate satisfactorily with feed moisture of 5% (max).
3. The plant shall be guaranteed to yield Ground Rock Phosphate/Rajphos having particle size of output material of minimum 90% of the material shall pass through 0.15mm IS sieve and the balance 10% of material shall pass through 0.25mm IS sieve which is the essential requirement as per Fertilizer Control Order (F.C.O). The contractor shall guarantee his proposed facility towards attainment and subsequent retention of above performance parameters throughout the contract period.



5.13 Compensation:

1. For delay in completion of project phase:
2. In case of any delay in achieving the Contractual Completion Schedule, the Company shall recover a predetermined and agreed compensation @1% of the annual contract value on fortnightly basis or part thereof from the contractor. In the event the compensation exceeds 2.0% of annual contract value, "the company may withdraw the letter of acceptance & forfeit the earnest money deposit (EMD).

5.14 Compensation for Inferior Performance:

Compensation in shortfall of Plant Rated Capacity:

In case plant rated capacity i.e.65000 MT per year is not achieved during PG test, the compensation for failure shall be paid to RSMML by the contractor as follows:

Up to 3% shortfall	Nil
Above +3% to 10%	0.25% of contract value per every 1% of shortfall reckoned from 100%
Above 10%	Rectify and refurbish to achieve rated capacity (otherwise plant will not be acceptable)

This compensation is in addition to compensation for delay in completion of project phase.

5.15 Compensation for shortfall:

1. Regarding product size, the bidder shall guarantee the particle size of output material so that minimum 90% of the material shall pass through 0.15mm IS sieve and the balance 10% of material shall pass through 0.25mm IS sieve which is the essential requirement as per Fertilizer Control Order (F.C.O). No tolerance in this regard is acceptable.
2. Shortfall shall be reckoned with respect to the targets assigned to the contractor from time to time. In case of targets not being provided, shortfall will be calculated from annual rated capacity. An illustration for recovery of shortfall in quantity of Ground Rock Phosphate from contractor by RSMML is given below (assuming Rs. 200/- PMT as the grinding rate).

Example

Targeted quantity (in MT)	Actual Achieved (in MT)	Shortfall (in %)	Shortfall (in MT)	Amount Chargeable from Contractor (in Rs lakhs)
65000	58500	10	6500	6.50
65000	52000	20	13000	13.00
65000	45500	30	19500	19.50
65000	39000	40	26000	26.00



Targeted quantity (in MT)	Actual Achieved (in MT)	Shortfall (in %)	Shortfall (in MT)	Amount Chargeable from Contractor (in Rs lakhs)
65000	32500	50	32500	32.50

Note: The compensation shall be calculated @ 50% of the applicable rate of DLOA/awarded rate. The compensation for shortfall will be computed and imposed on annual basis.

3. All compensation and recoveries from the contractor, whether during project phase or O&M phase, shall be first adjusted against amounts due to the contractor. Any outstanding balance shall be recovered from the Security Deposit. In the event the Security Deposit is insufficient, RSMML reserves the right to invoke the SD/bank guarantee and recover any remaining dues through legal proceedings. The contractor's liability for production shortfall during O&M phase shall not be extinguished by the compensation cap applicable to the project phase.

5.16 Responsibility of Contractor:

1. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
2. RSMML shall make available Power supply on chargeable basis at one point on availability. Arrangements including statutory clearances and other related activities, such as installation of transformer of required load and its further distribution to various locations of the plant, buildings and illumination of plant area shall be made by Contractor.
3. Contractor may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Contractor to arrange for necessary permits or shut downs and provide skilled and responsible persons for the execution of works. The contractor shall organize his works during the shutdown periods properly and will take all safety measures and complete the programmed works within the time given. The contractor shall not be paid any extra payments for working under the above said circumstances.
4. It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadget, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
5. Preparing approaches and working areas for the movement and operation of the cranes, levelling the area for assembly and erection shall also be the responsibility of the contractor. The contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work which shall also be taken care while quoting for the work.
6. Obtaining all necessary statutory approvals from competent authorities as required for establishment and operation of the plant.



7. All the works above should be carried out under Mines Act, Rules & Regulations etc as per DGMS (Director General of Mines Safety).

5.17 Work in Monsoon:

The work will be carried out in the monsoon also. No extra rate will be considered for such work in monsoon. During monsoon and other periods, it shall be the responsibility of the Contractor to keep the work site free from water at his own cost. The contractor should plan the execution of work in the monsoon season, well in advance. The Grinding Unit must have covered area for storing finished product as well the LGO.

5.18 Organization and Co-Ordination:

1. The contractor shall establish a separate project organization for execution of work under this contract and arrange for a meeting for detailed discussions with RSMML/Engineer-in-Charge in regard to work schedules/co-ordination procedures within 30 days of award of this job.
2. The contractor shall also nominate a coordinator for all the activities within one month on the issue of Letter of Acceptance.

5.19 Testing & Commissioning- Performance Guarantee Test (PG):

1. After completion of the plant, the Performance Guarantee Test will be carried out under the Contractor's supervision and by contractor's specialists/RSMML executive and they will witness the tests.
2. The starting date of the PG test period shall be mutually agreed. The test duration shall be three (3) days (3 shifts per day) (72 Hours). Minimum fifteen (15) days notice shall be given by the Contractor to RSMML in order to arrange the requirements of the Performance Guarantee Test.
3. All necessary tools & tackles, instruments, gauges etc. shall be furnished by the contractor at his cost for conducting testing & commissioning inclusive of performance Guarantee Test Run (s).
4. A report by Contractor shall be submitted after successful completion of the PG test run demonstrating that actual plant performance falls within the agreed limits of the requirement.
5. The contractor shall be allowed maximum of two attempts to demonstrate rated capacity of their grinding unit, failing which he shall be liable to pay penalty as per clause no. 5.13 and 5.14.
6. In case of any interruption in plant operation during performance Guarantee Test Runs, for any reasons, the duration of 72 hours shall be extended by the period of interruption.
7. Upon successful completion of the performance and guarantee tests of equipment/plant furnished and/or erected by the contractor, the Owner shall issue a completion certificate as a proof of the final acceptance of the equipment/plant.
8. Completion Certificate, however, shall not relieve the contractor of any of his obligations, which otherwise survive by the terms and conditions of the contract.



5.20 Amenities to Workers:

The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements.

5.21 Other Conditions & Information:

1. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, Drawings and any other document forming part of this contract wherever the context so requires.
2. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision of the Special Condition of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancy of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
3. The materials, Design and Workmanship shall satisfy the applicable Standards. Specifications contained herein and CODES REFERRED TO. Where the Technical specifications stipulate requirements in addition to those contained in the standard Codes & Specifications those additional requirements shall be satisfied.
4. Whenever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the CONTRACT PRICE shall be deemed to have included cost of such performances and provisions, as mentioned.
5. In case of contradiction between letter of acceptance, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, the following shall prevail in order of precedence:
6. Email /Fax/ Hard copy of acceptance, detailed Letter of acceptance along with Statement of Agreed Variations and its enclosures.
7. Schedule of Rates and Quantities.
8. Special Conditions of Contract
9. General conditions of contract.

5.22 Scope of Work

1. LGO chips (18% P2O5) loading, transportation and unloading

- i. The contractor shall make his own arrangement for loading of LGO chips by loaders into trucks / trippers /dumppers and transportation of LGO chips from mines crushing plant to Grinding Unit through trucks / trippers /dumper and lastly unloading of LGO chips at Grinding Unit for feeding.
- ii. The distance from mines crushing plant/LGO stack to Grinding unit is within 4 Km.
- iii. All activities shall be carried out strictly in accordance with prevailing mining rules, environmental regulations and safety guidelines by competent authority,



including deployment of supervisory persons as per mining rules, RSPCB, MoEF&CC rules or any other legislation as may be applicable.

2. Storage of LGO chips

The contractor shall ensure proper stacking and storage of LGO chips (18% P₂O₅) completely covered / shaded area to prevent moisture ingress and wetting during the rainy season. The EIC may randomly check the weight at any time and the contractor shall provide sufficient manpower during such checking.

Proper housekeeping and systematic stacking shall be maintained at all times.

3. Bagging and stitching of (Rajphos/ Ground Rock Phosphate)

The finished product shall be packed in empty HDPE bags (open type) as per approved specifications. Each HDPE bag shall be filled up to 50.1 KG Gross Weight and EIC /representative may check the weight of filled bags at any time

Proper stitching/sealing of HDPE bags shall be ensured to avoid leakage or material loss during handling and transportation. Arrangement of stitching /sealing material for HDPE bags shall be on part of the contractor

4. Storage of Rajphos/Ground Rock Phosphate

Packed bags of Rajphos /GRP shall be properly stacked and stored in a fully covered / shaded godown area to protect the material from rain, moisture, direct sunlight and other environmental effects. Total capacity of Godown for packed Rajphos/GRP bags should be for about six rakes (about 16000 MT). If packed bags are damaged / torn out during stacking the finished product Rajphos/Ground rock phosphate shall be repacked in fresh bags.

5. Storage of empty HDPE bags

Empty HDPE bags shall be stored in a completely covered and dry shaded area to prevent damage due to direct sunlight, moisture or other weather conditions by covering the bags with tarpaulin.

6. Electrical Power shall be provided by RSMML on chargeable basis as follows:

1. RSMML shall provide 11KV power supply to the successful bidder on chargeable basis. The metering of electricity shall be done at 11kv side only.
2. Electric power charges shall be recovered on monthly basis at the prevailing purchase by RSMML from AVVNL/ DISCOM means its cost to RSMML inclusive of all charges (Fixed Charges, Energy Charges, Surcharges, Cess, Rent, Duty etc.) incurred and paid by RSMML to AVVNL/ DISCOM.
3. The contractor has to tap and use the 11KV power supply from the nearest pole of 11KV Base camp feeder. For this, contractor has to supply & erect the required lattice towers, conductor, earth wire and other associated required items up to their plant premises.
4. The contractor has to install the required double pole structure, GO, DO, 11KV VCB, LA, Transformer, CT-PT set with energy meter (tariff metering type) etc. in the incoming power supply of the plant.
5. Moreover, non-availability or less than adequate supply of power will not form any grounds whatsoever for disruption of work and the Company shall not entertain any claim on that account.



6. The contractor has also to be install necessary capacitors in the plant to maintain the power factor as instructed by the Electrical department of RSMML.
7. All electrical work shall be carried out by the qualified electricians under the supervision of competent electrical supervisor. The contractor has to depute adequate numbers of electrical statutory manpower in the plant as per the CEAR2023 /latest guidelines issued by the authority. The contractor shall follow the safety & procedures & practices in electrical works as per Indian standards and CEA regulations 2023 (Measures relating to safety and electric supply) amended till date.
8. The contractor will have to arrange / facilitate in arranging required permission from Electrical Inspector for charging the new installations. All the required documents, drawings etc as well as any types of fees, levies & charges related to this shall be in the scope of contractor.

7. Other conditions

- a. The contractor shall maintain cleanliness safety and proper operational discipline in the entire premises of Grinding Unit
- b. Necessary manpower, tools, tackles, and equipment required for smooth operation shall be arranged by the contractor.
- c. Compliance with labour laws safety norms pollution control guidelines and statutory requirements shall be the sole responsibility of the contractor.

You are requested to undertake the work accordingly and ensure smooth and efficient operation of the grinding unit.

9. RSMML will at its own discretion and convenience make available suitable area near the site for construction of contractor's field office, godown, and workshop required for the execution of the contract along with office for EIC and RSMML staff.
10. This however shall not create any right, or title or lien thereto in favour of the contractor. The contractor shall provide Proper and adequate sanitary arrangement and water supply for his men.
11. On completion of the contract all the buildings and structures erected by the contractor shall be dismantled by him and the debris shall be disposed of as directed by the owner within period of two months. The cost of construction and dismantling of the facilities shall be borne by the contractor. If the contractor shall fail to comply with these requirements the owner shall take action as deemed fit to clear the site. The costs so incurred by the owner will be to the contractor's account. However, the owner reserves the right to ask the contractor, any time during the tenure of the contract to vacate the land by giving 7 days' notice on security grounds or national interests.
12. Land for erection of the Grinding Unit plant & the residential accommodation for the staff and labour of the contractor will be made available by RSMML terms, conditions, and discretion. The said land will be vacated and cleared of all debris on completion of the contract within 2 months
13. The contractor shall facilitate loading operation round the clock by deploying sufficient staff, handing equipment and security personnel for the loading of Ground Rock Phosphate into railway rakes.



5.23 Grinding Plant

1. Basic Design Parameters:

The following parameters may be considered for designing the system. However, the bidder is advised to independently reconfirm the critical parameters.

Nearest village : Jhamarkotra

Operating Days /Year : 300

Operating Hours /Year : 5400 Hrs (with rainy days)

Total operating Hours/Year : 6000 Hrs

Shifts/day : Three (3), each of 8 Hrs.

Operating Hours/day : 20 hrs/day

Annual Capacity : 65000 MTPA

Roads : Adequate road network exists

2. Process Description:

The party is required to design a proper flow sheet matching all the unit operations that are required for efficient operations. The ore properly sized (-12.5mm) and blended (so as to give +18% P₂O₅ by weight) is to be loaded into a ROM hopper of suitable capacity under the supervision of a qualified Geologist. The material will be drawn from the ROM hopper through a belt feeder/apron feeder conveyor driven by a variable speed motor to control the feed rate. Party shall consider the dry grinding to achieve the particle size of output material of minimum 90% of the material shall pass through 0.15mm IS sieve and the balance 10% of material shall pass through 0.25mm IS sieve which is the essential requirement as per Fertilizer Control Order (F.C.O). The product is packed in 50Kg bags supplied by RSMML.

3. ROM Rock Phosphate

Indicative (-) 12.5mm rock phosphate size distribution is as under

Sieve Size in mm	% Weight retained
-12.5 +.25	86.0
-0.25	2.0max
-0.15	12.0 max
Total	100

4. Design Criteria/Data

For grinding, the input data are as under: -

S.No.	Item Description	Parameters
1	Moisture in (-)12.5mm rock phosphate	3% Max.
2	Bulk Density of -12.5mm rock phosphate	1.63 Kg/Lit.
3	Bulk Density of (-) 0.15mm IS sieve rock phosphate	1.43 Kg/Lit.
4	Moisture in (-)12.5mm rock phosphate	3% Max.
5	Bulk Density of -12.5mm rock phosphate	1.63 Kg/Lit.
6	Bulk Density of (-) 0.15mm IS sieve rock phosphate	1.43 Kg/Lit.

The plant is to be designed for 300 working days per year and for 3 shifts per day and 8 hours per shift basis.

5.24 Samples and Sampling:

1. The feed and the product samples will be collected for sieve analysis four times in a shift. All the samples from the shift will be thoroughly mixed, coned and quartered and divided into three equal portions and properly tagged for identification.



2. While one portion will be taken up for immediate analysis, by RSMML, the second portion will be delivered to the contractor who may analyse the sample if he so desires, the third portion will be held for referee analysis, if necessary. In case of any disputes/doubts with regard to any sample, repeat analysis will be conducted using the third sample, at a mutually acceptable third-party laboratory.
3. The EIC or his authorized representative shall have the right to direct the contract to collect samples of Ground Rock-phosphate/Rajphos at any point of time. During inspection / checking, if the material is not found conforming to Fertilizer Control Order (FCO) specifications, the EIC may instruct the contractor for repackaging / regrinding of the material

5.25 Withholding Payments To Contractor & Company's Lien on amount due to the Contractor.

1. Progressive payments at any time may be withheld or reduced, if, in the opinion of the company, the contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the contractor fails to pay his labour, for material and other bills as they become due. The company shall in no way be liable for any loss or damage etc due withholding of such payments.
2. The company shall have lien on all amounts that may become due and payable to the contractor under this or any other contract or transaction of any nature whatsoever between the company and the contractor and the security deposit, bank guarantee etc. furnished by him/it under the contract for or in respect of any debit or sum that may become due and payable to the company by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between the company and the contractor, unless the contractor pays and clears the claim in full immediately on demand in cash to the company.

5.26 Application for Completion Certificate

When the contractor fulfills all its obligations under the contract to the satisfaction of Engineer-Incharge and subject to terms and conditions of the contract, it shall be eligible to apply for completion certificate. The Engineer-Incharge shall formally issue completion certificate within thirty (30) days on receiving application from the contractor, after verifying from the completion documents including measurement record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings / map/ specifications etc. and instructions issued to the contractor by the company and the DGMS from time to time. The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the contractor within 3 months from the date of physical completion of the work, otherwise, the Engineer-Incharge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.



5.27 Completion Certificate

For the purpose of clause 5.29, the following documents are required by the company subject to the conditions that the Engineer-Incharge for his satisfaction, may ask for any other document for this purpose.

- (i) Materials appropriation statement for the material issued by the Company for the works duly supported by necessary documents.
- (ii) 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.
- (iii) A no claim, no dues certificate.
- (iv) Proof of depositing P.F.
- (v) Notarized Indemnity Bond on non judicial stamp paper of appropriate value.

5.28 Final Payment and Release

1. Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the Company shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company is already authorised or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment.
2. All prior certificates, quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in the subsequent/ final bill, Final Certificate/ payment.
3. The Company shall not be liable to pay any amount to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppel and shall be, a release to the Company from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act or omission of the company or the Engineer-Incharge or any other person relating to or effecting the work.
4. Final payment including the security deposit, if any, will be released to the contractor after issuance of Final Certificate.

5.29 Final Certificate

Upon expiry of the period of liability, if any and subject to the Engineer-Incharge 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 (Rock Phosphate) 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 (Rock Phosphate). The issuance of Final Certificate would mean closure of contract and no claim, of whatsoever nature, of either party shall be tenable.

-----XXXXX-----



SECTION-VI

List of Documents to be submitted with the Bid (On the Letter head of the bidder)

S. No.	Information to be Furnished By Bidder	Furnished	Not Furnished
1	Copy of Letter of Submission of tender as per (Form – 1)		
2	General Information about the bidder as per (Form-2)		
3	Copy of complete Tender document as issued by Owner / downloaded from website duly filled, signed and stamped on each page. (Inclusive of Addenda/Corrigenda, if any).		
4	Tender Fee, Processing Fee and Earnest Money Deposit (Demand Draft/Banker's Cheque/BG/E-payment/Insurance Surety bond)		
5.	Power of Attorney in favour of authorised representative		
6.	Attested Certificate of Incorporation/Memorandum & Article of Association/Partnership Deed duly certified by the Company Secretary/Gazetted Officer as the case may be.		
7	Collaboration Agreement, if any.		
8	Certified copy/ies of documents in support of work experience (Form-3)		
9	Copy of PAN Card		
10	Copy of GST (Goods & Service Tax) Registration certificate.		
11	Attested copy of the Audited Balance sheet and Profit & Loss Account for the FYs prescribed in the TD in support of the Turn Over.		
12	Permanent PF Registration No. & Copy of PF Registration Certificate.		
13.	Exceptions and Deviations, as per proforma given in the Tender Document (Form-4)		
14	Undertaking/Declaration/Compliance as per Annexure-I to XII		
15	Financial Questionnaire (Form-5)		
16	Duly attested /certified copies of all such other documents as referred in the TD		
17	Details of new grinding plant & machinery, which the bidder proposes to install along with, complete technical specifications for the proposed installation of Rock Phosphate Grinding Unit on DBOO basis.		



S. No.	Information to be Furnished By Bidder	Furnished	Not Furnished
18	Proposed Site Organization Chart with Bio-data of Resident Engineer.		
19	Proforma of bank guarantee for performance security deposit		
20	Construction Schedule in the form of a PERT Chart		
21	Undertaking that no condition is mentioned in 'Price Bid' and confirmation to the effect that the price quoted in 'Price Bid' of the tender will be firm as per SCHEDULE- A		
22	Undertaking that there is no case / litigation is pending against him with the Owner		
23	Declaration that they have not been banned /suspended or de-listed by RSMML.		
24	RTGS, Bank A/c number and IFSC code		
25	Any other documents which are required in Tender document		



'PRICE BID'
SCHEDULE OF RATES BOQ

Sl. No.	Item Description	O&M charges (in Rs per MT)	TOTAL AMOUNT	Total Amount In words
A.	For Production of Ground Rock Phosphate/ Rajphos of 65000 MT as per specifications by installing of suitable capacity of grinding Unit on Design, Built, own & operate basis including weighing, bagging and stitching etc as per scope of work for First year.	Price to be quoted online in the prescribed format at www.eproc.rajasthan.gov.in		
	-----do-----for Second year			
	-----do-----for Third Year			
	-----do-----for Forth year			
	-----do-----for Fifth year			
	-----do-----for Sixth year			
	-----do-----for Seventh year			
	-----do-----for Eighth year			
	-----do-----for Ninth year			
	-----do-----for Tenth year			

Note:

- A. This lump sum rate shall include cost of all item of work included in the scope of work and other heads as stipulated in the tender document, rates are to be inclusive of spares, manpower, and all other expenses of the contractor which will be required for production of Ground Rock Phosphate during first 10 years.
- B. The aforesaid contract prices are inclusive of all prevailing taxes except GST and nothing will be paid separately.
- C. The rate would be discounted @ 12% for NPV and total contract value would be worked out by adding the NPV calculated for the years.

Signature with seal of Bidder



LETTER OF SUBMISSION OF TENDER
(on letter head)

From:

To:

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

Sub: Design, Installation, Commissioning & Operation of 65000 TPA Rajphos Grinding Unit on DBOO basis at Jhamarkotra, Distt. Udaipur

Ref: RSMML/CO/PROJ/GU/2026-27/04 dated: 18.09.2026

Dear Sir,

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

D.D. /Pay Order /Bankers cheque/e-payment/BG, Insurance Surety Bond No & Date	Name and Address of Bank	Amount
---	--------------------------	--------

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price bid and in case of any default thereof the company shall have the right to forfeit the EMD and/or security deposits, or pay to the company or its successors or its authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our bid and accordingly submitting all relevant documents related to fulfillment of pre-qualifying criteria.
10. We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the _day of, __ 20....

Signature of bidder(s)
With the seal of the firm.

Witness Name in Block Letters: Full Address



TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES & MINERALS LTD

(A Government of Rajasthan Enterprise)

PROJECTS DIVISION**Corporate Office: 4, Meera Marg, Udaipur - 313 001, Rajasthan, INDIA****URL: <http://www.rsmm.com>****General Information about the Bidder**

Name and address of the Bidder				
Name of Contact Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company (Legal status)				
Business areas and activities, products- main and auxiliary, agencies/representatives.				
Date of Incorporation (Enclose Partnership Deed/Certificate of Incorporation)				
Name of Owner/Partners/Directors				
Technical Profile of Bidder: to include manpower resources covering project design, engineering in- civil, metallurgical process, Mechanical-process plants particularly, Electrical, Instrumentation, and Environmental. Corresponding drafting and computing details, library facilities, Associations, Office area be indicated. - In house manpower/outsourcing facility, for Plant Operation and Maintenance. - Any other data/argument in support of Bidder's candidature for Scope of Work & Services.				
Turnover (in Lac Rupees)	2022-23	2023-24	2024-25	2025-26
Name & Address s of Banker(s)				
PAN No,				
GSTIN No.				
PF Account number				
If Bidder is in any other business also Please specify				
Others (specify)				

(Signature of Bidder with seal)



Ref: e-Tender No. RSMM/CO/PROJ/GU/2026-27/04

Dated: 18.09.2026

NAME OF WORK:

NAME OF BIDDER:

List of Similar Jobs Executed by the Bidder during Last four Years

S. No.	Clients Name, Address & Telephone/Fax Numbers	Details of Work & Place	Value of Work (Rs.)

► Note:

9. Furnish work order, performance reports, work completion certificate or any other authentic supporting document.

(Signature of Bidder with seal)



PROFORMA FOR EXCEPTIONS AND DEVIATIONS

e-Tender No. RSMM/CO/PROJ/GU/2026-27/04

Dated: 18.09.2026

The bidder is required to stipulate the list of exceptions & deviations, if any in the proforma given below only: Any deviations given elsewhere in the offer will not be considered.

S.No	Description of Section of tender doc / Page no.	Clause No.	Exceptions & deviations with justifications

Signature & Seal of Bidder



FINANCIAL QUESTIONNAIRE

RSM/CO/PROJ/GU/2026-27/04

Dated: 18.09.2026

NAME OF WORK:

NAME OF BIDDER:

- Audited Annual accounts for the immediate preceding 5 years.
- Provision for contingent liabilities, if any.
- External sources of funds as a percentage of total sources of funds during the last three years.
- Total B.G. provision available and the B.G. margin available at present along with relevant details.
- Cash Credit arrangements, if any, along with necessary details.
- Solvency certificate of Banker with whom the bidder transacted major business during the last 12 months.

Signature of Bidder with seal



AFFADAVIT

(on non judicial stamp paper worth Rs100/-)

Affidavit for PF declaration in support of tender for those who do not have the PF registration No.

IS/o Shri aged.....years ,
resident ofon behalf of the bidder
i.e. M/shereby undertake oath and state
as under:

- 1) That I have submitted a tender for
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)/applicable on me and registration no. is-----.
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent
(Authorised Signatory)

VERIFICATION

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

Deponent
(Authorised Signatory)

Note: Original Notarized affidavit shall be sent to the office of Group General Manager (Projects), RSMML,4-Meera Marg, Udaipur, (Raj) - 313001 along with Tender fee, processing fee and Bid Security Deposit.



AFFADAVIT

(on non judicial stamp paper worth Rs 100/-)

Tender No.....

Name of Bidder.....

I.....S/o

Shri.....aged.....Years, resident

of.....on behalf of the

bidder i.e. M/s.....hereby undertake

oath and state as under.

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with 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.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer other than form for exception & deviation.
- (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 & understood the provisions of Rajasthan Transparency in Public Procurement Rules 2013 & all terms & conditions mentioned herein are acceptable to us.

Signature of bidder(s)

(Authorized Signatory)

With Seal

Place:

Date:

Note: Original Notarized affidavit shall be sent to the office of Group General Manager (Projects), RSMML, 4-Meera Marg, Udaipur-Raj-313001 along with Tender fees, processing fees and Bid security deposit.



Annexure – III**Bank Details of Tenderer for RTGS/NEFT/Online payment of bills**

S.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: a) Name b) Branch No. c) Address	
5	Type of A/c: Saving / Current / CC/ any other	
6	IFSC code	

Name & Signature of Tenderer**with seal**

**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013**

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

- I. 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.
- II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- III. not indulge in any collusion, Bid rigging or anti competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- V. 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.
- VI. not obstruct any investigation or audit of a procurement process.
- VII. disclose conflict of interest, if any; and
- VIII. 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.

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:

- I. have controlling partners/shareholders in common; or
- II. receive or have received any direct or indirect subsidy from any of them; or
- III. have the same legal representative for purposes of the Bid; or
- IV. 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
- V. 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
- VI. the Bidder or any of its affiliates participated in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- VII. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge for the contract.

Name & Signature of Tenderer with seal



Annexure-V

**The Rajasthan Transparency in Public Procurement Act, 2012
&**

The Rajasthan Transparency in Public Procurement Rules, 2013

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of.....

..... in response to their Notice Inviting Bids No. Dated

..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- 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.
- 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.
- 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;
- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Place:

Date:

Signature of bidder

Name:

Designation:

Address:



**The Rajasthan Transparency in Public Procurement Act, 2012
&
The Rajasthan Transparency in Public Procurement Rules, 2013**

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

A. Filing an appeal

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

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

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

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

D. 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.

Name & Signature of Tenderer with seal



Form No.1
(see rule 83)

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

Appeal No. of

Before the(first/second Appellate Authority)

1. Particular of appellant:

a. Name of the appellant:

b. Official address, if any:

c. Residential address:

2. Name and address of the respondent(s):

i.

ii.

iii.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal :
.....
.....(Supported by an affidavit)

7. Prayer:
.....
.....

Place

Date

Appellant's Signature



Additional Conditions of Contract

A. 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:

- a. 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.
- b. 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
- c. 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.

2. Procuring Entity's Right to Vary Quantities

- a. 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.
- b. 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.
- c. 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.

Name & Signature of Tenderer with seal



PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a public sector banks / private scheduled bank/ AU small finance bank having its Branch office at Udaipur on of non-judicial stamp paper of value 0.25% of BG value maximum of Rs. 25000/-)

B.G No. _____

Dated _____

This Deed of Guarantee made between _____
Name of 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 C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered Office /HO) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no _____ dated _____ issued in favour of the Contractor and agreement dated entered into between RSMML and M/s. _____ (Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs. _____) being equivalent to _____ % of Contract value of Rs. _____

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand



made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or GGM (Projects) or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.



7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

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

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have exclusively jurisdiction only.

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 _____

Signature with Name & seal



PROFORMA OF GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

(To be issued by any all-public sector banks / private scheduled bank / AU small finance bank having its Branch at Udaipur on non-judicial stamp paper of 0.25% of BG value maximum of Rs. 25000/-)

B.G. No. _____

Dated.

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

Whereas the company having agreed to furnish BG for EMD from M/s a company/ partnership firm (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Tenderer') from the demand under the terms and conditions of e-Tender No. RSMM/CO/PROJ/GU/2026-27/00 Dated: 00.07.2026 for "Design, Installation, Commissioning & Operation of 65000 TPA Rajphos Grinding Unit on DBOO basis at Jhamarkotra, Distt. Udaipur"(hereinafter called 'the said Tender') of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfilment 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 (Project) shall be deemed to be sufficient demand under this guarantee.
- (iv) In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we (bank) are your principal debtor in respect of all your claims against the Tenderer hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Tenderer and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the Tenderer.
- (v) This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the tenderer or ourselves or liquidation or winding up or dissolution or insolvency of the Tenderer nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs. Is made by the Bank.
- (vi) The guarantee will not be discharged or affected if the Company holds/obtain any other Earnest Money/guarantee/promissory note from any person and/or the Tenderer and this guarantee shall be in addition to any such guarantees.
- (vii) We,(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
- (ix) The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under Power of Attorney date granted to him by the Bank.
- (x) For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan along shall have jurisdiction



IN WITNESSETH I, hereby, son of _____ (designation) ----

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

Signature with Name & seal



(On appropriate non-judicial stamp paper)

**PROFORMA OF INSURANCE SURETY BOND to be issued by an insurer registered
with the Insurance Regulatory and Development Authority of India (IRDAI)**

(Bid Security/ Earnest Money Deposit)

Reference No.: _____

Date: _____

To

The Managing Director
Rajasthan State Mines and Minerals Limited (RSMML)
4-Meera Marg Udaipur

WHEREAS

A.[Name of Contractor], registered/ incorporated under any prevailing Act, having Corporate Identity Number (CIN) _____ and having its registered office at _____ and its principal place of business _____ (hereinafter referred to as the "Bidder/ Contractor/Principal Debtor"), has been intended to participate in the tender issued by Rajasthan State Mines and Minerals Limited (RSMML) bearing tender no.for the work ofand is required under the terms and conditions of the Contract to furnish an unconditional and irrevocable Insurance Surety Bond towards Bid security/ Earnest Money Deposit(EMD) for an amount of Rs. _____ (Rupees _____ only) valid up to _____ ("Expiry Date").

B. The Insurance Surety Bond is required to be furnished in favour of Rajasthan State Mines and Minerals Limited (RSMML) (hereinafter referred to as "RSMML") to secure the due and faithful performance of all obligations of the bidder under the Tender Documents, Letter of Acceptance/Work Order, Agreement and all other Contract Documents (collectively referred to as the "Contract").

C. We, [Name of Insurance Company], through our Branch Office at _____ (hereinafter referred to as the "Surety Insurer"), at the request of the Contractor, hereby undertake to pay to RSMML an amount not exceeding Rs. _____ (Rupees _____ only) ("Surety Bond Amount") to secure the obligations of the Contractor under the Contract upon demand by RSMML on the terms and conditions contained herein.



NOW THEREFORE

The Surety Insurer hereby issues this irrevocable and unconditional guarantee in the form of Insurance Surety Bond in favour of RSMML on behalf of the Contractor and declares as follows:

1. This Insurance Surety Bond is issued in accordance with the IRDAI (Surety Insurance Contract) Guidelines, 2022, as amended from time to time.
2. The Surety Insurer unconditionally and irrevocably undertakes to pay RSMML, without demur, reservation, caveat protest or recourse or delay, immediately upon receipt of the first written demand from RSMML, any sum or sums not exceeding the Surety Bond Amount in aggregate, without requiring RSMML to establish or prove the grounds for such demand and notwithstanding any dispute or difference between RSMML and the Contractor. The Surety Insurer undertakes to pay to the RSMML any amount so demanded notwithstanding any dispute or disputes raised by the Preferred Bidder/Principal Debtor in any suit or proceeding pending before any court or tribunal relating thereto the Surety Insurer's liability under this present being absolute and unequivocal.
3. The Surety Insurer acknowledges that any written demand made by RSMML shall be final, conclusive and binding as regards the amount payable under this Surety Bond.
4. The Surety Insurer waives the necessity of RSMML from demanding the aforesaid amount or any part thereof from the Preferred Bidder/Principal Debtor and also waives any right that the Surety Insurer may have of first requiring the RSMML to pursue its legal remedies against the Preferred Bidder/Principal Debtor, before presenting any written demand to the Surety Insurer for payment under this Surety Bond.
5. The Surety Insurer agrees that RSMML may, without affecting the liability of the Surety Insurer's consent and without affecting in any manner the Surety Insurer's obligation under this Surety bond, from time to time to:
 - (i) vary, modify or amend any of the terms of the Contract;
 - (ii) extend the time for performance of the Contract;
 - (iii) waive, postpone or enforce any rights under the Contract;

and the Surety Insurer shall not be relived from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the Preferred Bidder/Principal Debtor or other thing whatsoever which



under the law relating to sureties would but for this provision have the effect of relieving the Surety Insurer of its obligations under this Surety Bond.

6. All payments under this Surety Bond shall be made free and clear of and without deduction for, or on account of any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.
7. RSMML shall be entitled to enforce this Surety Bond directly against the Surety Insurer as principal debtor without first proceeding against the Contractor. Any letter of demand delivered at Surety Insurer's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or GGM (Lignite) or any of the Directors shall deemed to be sufficient demand under this bond.
8. This Surety Bond shall remain valid until all obligations of the Contractor under the Contract relating to Bid Security/EMD have been duly fulfilled or until RSMML certifies that the Contractor has satisfactorily discharged all such obligations, whichever is earlier. Unless a written demand or claim is received on or before the Expiry Date, the Surety Insurer shall stand discharged from all liability thereafter.
9. Payment made by the Surety Insurer under this Surety Bond shall constitute a valid discharge of its liability, and RSMML shall have no further claim against the Surety Insurer in respect of such payment.
10. This Surety Bond shall be governed by the laws of India. Any dispute arising out of or in connection with this Surety Bond shall be subject to the exclusive jurisdiction of the Courts at Udaipur, Rajasthan.
11. The Surety Insurer confirms that it has full authority to issue this Surety Bond in favour of RSMML and that this Surety Bond shall not be affected by any change in the constitution of the Surety Insurer.
12. The Surety Insurer shall not revoke this Surety Bond during its validity except with the prior written consent of RSMML.
13. RSMML may assign or transfer the benefits of this Surety Bond to any successor entity or Government undertaking entrusted with administration of the Contract. Except as above, this Surety Bond shall not be assignable or transferable.
14. Notwithstanding anything contained herein:



(a) the maximum liability of the Surety Insurer shall not exceed Rs. _____
(Rupees _____ only);

(b) this Surety Bond shall remain valid up to _____;

(c) the Surety Insurer shall be liable only if a written demand is received by it on or
before the Expiry Date.

15. The Surety Insurer shall pay the amount claimed under this Surety Bond
within the time stipulated under the applicable IRDAI Guidelines upon receipt
of a written demand from RSMML.

IN WITNESS WHEREOF

The Surety Insurer has caused this Insurance Surety Bond to be executed by its duly
authorized officer on the date first written above.

For _____
(Name of Insurance Company)

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Office Seal

Witness-1

Signature: _____

Name: _____

Address: _____

Witness-2

Signature: _____

Name: _____

Address: _____



(On appropriate non-judicial stamp paper)

**PROFORMA OF INSURANCE SURETY BOND to be issued by an insurer
registered with the Insurance Regulatory and Development Authority of
India (IRDAI)**

(Performance Security Deposit)

Reference No.: _____

Date: _____

To

The Managing Director
Rajasthan State Mines and Minerals Limited (RSMML)
4-Meera Marg Udaipur

WHEREAS

A. [Name of Contractor], registered/incorporated under any prevailing Act, having Corporate Identity Number (CIN) _____ and having its registered office at _____ and its principal place of business (hereinafter referred to as the "Bidder/ Contractor/Principal Debtor"), has been awarded the tender issued by Rajasthan State Mines and Minerals Limited (RSMML) bearing tender no. _____ for the work of _____ vide DLOA no. _____ and is required under the terms and conditions of the Contract to furnish an unconditional and irrevocable Insurance Surety Bond towards security deposit for an amount of Rs. _____ (Rupees _____ only) valid up to _____ ("Expiry Date").

B. The Insurance Surety Bond is required to be furnished in favour of Rajasthan State Mines and Minerals Limited (RSMML) (hereinafter referred to as "RSMML") to secure the due and faithful performance of all obligations of the bidder under the Tender Documents, Letter of Acceptance/Work Order, Agreement and all other Contract Documents (collectively referred to as the "Contract").



C. We, [Name of Insurance Company], through our Branch Office at _____ (hereinafter referred to as the "Surety Insurer"), at the request of the Contractor, hereby undertake to pay to RSMML an amount not exceeding Rs. _____ (Rupees _____ only) ("Surety Bond Amount") to secure the obligations of the Contractor under the Contract upon demand by RSMML on the terms and conditions contained herein.

NOW THEREFORE

The Surety Insurer hereby issues this irrevocable and unconditional guarantee in the form of Insurance Surety Bond in favour of RSMML on behalf of the Contractor and declares as follows:

1. This Insurance Surety Bond is issued in accordance with the IRDAI (Surety Insurance Contract) Guidelines, 2022, as amended from time to time.
2. The Surety Insurer unconditionally and irrevocably undertakes to pay RSMML, without demur, reservation, caveat protest or recourse or delay, immediately upon receipt of the first written demand from RSMML, any sum or sums not exceeding the Surety Bond Amount in aggregate, without requiring RSMML to establish or prove the grounds for such demand and notwithstanding any dispute or difference between RSMML and the Contractor. The Surety Insurer undertakes to pay to the RSMML any amount so demanded notwithstanding any dispute or disputes raised by the Preferred Bidder/Principal Debtor in any suit or proceeding pending before any court or tribunal relating thereto the Surety Insurer's liability under this present being absolute and unequivocal.
3. The Surety Insurer acknowledges that any written demand made by RSMML shall be final, conclusive and binding as regards the amount payable under this Surety Bond.
4. The Surety Insurer waives the necessity of RSMML from demanding the aforesaid amount or any part thereof from the Preferred Bidder/Principal Debtor and also waives any right that the Surety Insurer may have of first requiring the RSMML to pursue its legal remedies against the Preferred Bidder/Principal Debtor, before



presenting any written demand to the Surety Insurer for payment under this Surety Bond.

5. The Surety Insurer agrees that RSMML may, without affecting the liability of the Surety Insurer's consent and without affecting in any manner the Surety Insurer's obligation under this Surety bond, from time to time to:

- (i) vary, modify or amend any of the terms of the Contract;
- (ii) extend the time for performance of the Contract;
- (iii) waive, postpone or enforce any rights under the Contract;

and the Surety Insurer shall not be relived from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the Preferred Bidder/Principal Debtor or other thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving the Surety Insurer of its obligations under this Surety Bond.

6. All payments under this Surety Bond shall be made free and clear of and without deduction for, or on account of any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.
7. RSMML shall be entitled to enforce this Surety Bond directly against the Surety Insurer as principal debtor without first proceeding against the Contractor. Any letter of demand delivered at Surety Insurer's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or GGM (Lignite) or any of the Directors shall deemed to be sufficient demand under this bond.
8. This Surety Bond shall remain valid until all obligations of the Contractor under the Contract relating to Bid Security/EMD have been duly fulfilled or until RSMML certifies that the Contractor has satisfactorily discharged all such obligations, whichever is earlier. Unless a written demand or claim is received on or before the Expiry Date, the Surety Insurer shall stand discharged from all liability thereafter.



9. Payment made by the Surety Insurer under this Surety Bond shall constitute a valid discharge of its liability, and RSMML shall have no further claim against the Surety Insurer in respect of such payment.
10. This Surety Bond shall be governed by the laws of India. Any dispute arising out of or in connection with this Surety Bond shall be subject to the exclusive jurisdiction of the Courts at Jaipur/Jodhpur/Udaipur (as the case may be) , Rajasthan.
11. The Surety Insurer confirms that it has full authority to issue this Surety Bond in favour of RSMML and that this Surety Bond shall not be affected by any change in the constitution of the Surety Insurer.
12. The Surety Insurer shall not revoke this Surety Bond during its validity except with the prior written consent of RSMML.
13. RSMML may assign or transfer the benefits of this Surety Bond to any successor entity or Government undertaking entrusted with administration of the Contract. Except as above, this Surety Bond shall not be assignable or transferable.
14. Notwithstanding anything contained herein:
- (a) the maximum liability of the Surety Insurer shall not exceed Rs. _____ (Rupees _____ only);
- (b) this Surety Bond shall remain valid up to _____;
- (c) the Surety Insurer shall be liable only if a written demand is received by it on or before the Expiry Date.
15. The Surety Insurer shall pay the amount claimed under this Surety Bond within the time stipulated under the applicable IRDAI Guidelines upon receipt of a written demand from RSMML.

IN WITNESS WHEREOF

The Surety Insurer has caused this Insurance Surety Bond to be executed by its duly authorized officer on the date first written above.

For _____
(Name of Insurance Company)

Authorized Signatory



Signature: _____

Name: _____

Designation: _____

Office Seal

Witness-1

Signature: _____

Name: _____

Address: _____

Witness-2

Signature: _____

Name: _____

Address: _____



Annexure-XII**e-TENDER NO. RSMM/CO/PROJ/GU/2026-27/04 dated: 18.09.2026 Form 8****Public Sector Bank & Private Sector banks as per schedule II of the
Reserve Bank of India Act, 1954****List of Scheduled Public Sector Bank**

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

List of Schedule Privat Sector Banks

S. NO.	Name of the Bank
1	Axis Bank Limited
2	Bandhan Bank Limited
3	CSB Bank Limited
4	City Union Bank Limited
5	DSB Bank Limited
6	Dhan Laxmi Bank Limited



7	Federal Bank Limited
8	HDFC Bank Limited
9	ICICI Bank Limited
10	IndusInd Bank Limited
11	IDFC FIRST Bank Limited
12	Jammu & Kashmir Bank Limited
13	Karnataka Bank Limited
14	Karur Vysya Bank Limited
15	Kotak Mahindra Bank Limited
16	Nainital Bank Limited
17	RBL Bank Limited
18	South Indian Bank Limited
19	Tamil Nadu Mercantile Bank Limited
20	Yes Bank Limited
21	IDBI Bank Limited
22	AU Small Finance Bank

