



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

FOR

**“Consultancy services for works related to Survey, Mine Planning,
Revenue matters etc. for SBU & PC-Lignite, Jaipur”**

Tender No. RSMM/SBU-PC (Lignite)/VBD/2026-27/412 Dated:19.06.2026

Issued: On behalf of RSMML

By

**Group General Manager (Lignite)
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur (Raj.)-302005**

Date of Sale of Tender Document : From 19.06.2026 to 02.07.2026 to 1:00 PM

Last Date of submission of Tender : 02.07.2026 up to 3:00 PM

Due Date of Opening (Part-I) : 05.07.2026 at 3:30 PM

Registered Office: C-89-90, Jan path Lal Kothi Scheme, Jaipur -302 015 Phone:0141-2743734 Fax : 0141-2743735	Corporate Office: 4, Meera Marg, Udaipur - 313 001 Phone : 0294-2428763-67, fax 0294-2428768,2428739	SBU & PC – Lignite: Khanij Bhawan ‘C’ Scheme, Tilak Marg, Jaipur-302005. Phone No (0141)2227710, 2227938, 2227906, Fax: 141-2227761
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Cost of tender document Rs. 590/- (Inclusive GST) Non-Transferable & Non Refundable.

RAJASTHAN STATE MINES & MINERALS LIMITED



(A Government of Rajasthan Enterprise)

SBU & PC- LIGNITE, JAIPUR

Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Corporate Office: 4, Meera Marg, Jaipur-303 001

Registered Office: C-89-90, Lal Kothi Scheme, Jaipur

Phone: (0141) 2227947, 4016644 Fax: 0141-2227715, 2227060

E-mail: jaipur.rsmml@rajasthan.gov.in CIN-U14109RJ1949SGC000505, Website: www.rsmm.com

NIT No.: RSMM/ SBU-PC (Lignite)/VBD/2026-27/412

Date: 19.06.2026

NOTICE INVITING TENDER

Sealed tenders (in two parts) are invited from reputed contractors for following work, as under: -

Brief Description of work	Period of contract	EMD/Bid Security	Cost of Tender document (In Rs.)
Consultancy services for works related to Survey, Mine Planning, Revenue matters etc. for SBU & PC-Lignite, Jaipur	2 Years	Bid Security of Rs. 19,200/- in the form of DD / BC /NEFT/ RTGS in favour of RSMML payable at Jaipur	590/- Cash or DD in favour of RSMML payable at Jaipur.
Period & Place of sale of tender documents: VBD Department, SBU& PC(Lignite), Jaipur office or download from website www.rsmm.com , http://sppp.rajasthan.gov.in	From Dated 19.06.2026 to 02.07.2026 to 1:00 PM		
Last Date & Time of Submission of offer	Dated 02.07.2026 up to 3:00 pm, at Jaipur office		
Opening of Techno-Commercial BID Offer (Part -I)	Dated 05.07.2026 at 3:30 pm, at Jaipur office.		

For participating in the work mentioned shall be pre-qualified on the basis of the following criteria:

- A competent person having experience of minimum 10 years working in Any Government Department/PSU relating to the work of Mining – Surveying work, experience of mine planning & mine surveying, Dealing of revenue matter, liaisoning with Govt. Departments, etc. whose turnover is greater than Rs. 2.4 lac or more in any one of the financial years 2023-24, 2024-25 and 2025-26 in its own name.
- The bidder should have its head office or branch office to be located at divisional Headquarters of Rajasthan.
- The tenderer should have minimum turnover of Rs. 04.80 Lac in any one of the financial years 2023-24, 2024-25 and 2025-26 in its own name.

The tenderer/bidder who has earlier been Suspended or banned by the company shall not eligible to participate in this tender during the currency of suspension / ban period. Other detailed terms and conditions are elaborated in the tender document for which please visit us to our web site www.rsmm.com or <http://sppp.rajasthan.gov.in> or contact Manager (MM) at above address. Keep visiting above website till last date for update information, if any.

Group General Manager (Lignite)

TENDER CONSIST OF FOLLOWING DOCUMENTS:

S.No.	Section	Description
1		Detailed NIT
2	Section-I	Definitions and Interpretations
3	Section-II	Instructions to Bidder
4	Section-III	General Conditions of Contract
5	Section-IV	Special Conditions of Contract & Scope of Work
6	Annexure-A	Letter of Submission of Tender
7	Annexure-B	General profile of the Tenderer
8	Annexure-C	Bank Details of Tenderer for RTGS/NEFT/ online Refund of EMD
9	Annexure-D	Exceptions and Deviations
10	Annexure-E	Details of Experience
11	Annexure-F	"Price-Bid" Performa
12	Annexure-G	Undertaking of work Experience
13	Annexure-H	Affidavit
14	Annexure-I	Proforma of Guarantee Bond for Security Deposit
15	Annexure-J	Public Sector Banks & Private Sector banks as per schedule II of the Reserve Bank of India Act, 1954
16	Annexure-K	As per-the RTPP Act, 2012 & the RTPP rules, 2013:-
		Annexure-a : Compliance with the code of integrity and no conflict of interest
		Annexure-b : Declaration by the bidder regarding qualifications
		Annexure-c : Grievance redressal during procurement process form no.1 (see rule 83): memorandum of appeal under the Rajasthan Transparency in Public Procurement Act, 2012
		Annexure-d : Additional conditions of contract

Section-I

Definitions, Interpretations

1.0 DEFINITIONS

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

- 1.1 **“Contract”** shall mean an agreement between consultant and RSMML for performing the work as defined in the tender document.
- (i) **“Clause” or “provision”** shall mean the clause and sub clauses of this tender document and/or agreement etc.
- (ii) **“Contract”, “Contract Agreement”/“ Agreement”** shall mean the agreement between the company and the contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, plans, and agreed variations (if any). Detailed Letter of Acceptance and other documents constituting the tender and acceptance thereof.
- 1.2 **“Completion Period”** means the time permitted for completion of the entire Scope of Work’ and to the complete satisfaction of the RSMML.
- 1.3 **“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.
- 1.4 **“Contract Rate”/“Schedule Rate /Rate of Remuneration”** means rate entered in figures and words in schedule/s by the Consultant and accepted by the RSMML as payable to the Consultant for preparation of the Mining Plan for the Kasnau-Matasukh Lignite Mine, Nagaur.
- 1.5 **“Consultant (s)”/ “Contractor”** shall mean the person or persons, firm or company whose tender has been accepted by the RSMML and shall include the consultants legal representatives, his successors, executors, permitted assignees with whom the RSMML shall enter into contract agreement for providing Project Consultancy Services for successful completion of the Scientific/Technical studies as per scope of work.
- 1.6 **“DLOA”** means the letter/ Fax of Acceptance issued by RSMML conveying its acceptance of bid to successful bidder.
- 1.7 **“Effective Date”** means the date of Issuance of Detailed letter of Acceptance (DLOA)
- 1.8 **“Financial Year”** means a period of twelve months commencing from 1st calendar year & upto 31st March of succeeding calendar year.
- 1.9 **“Group General Manager (Lignite)”** shall mean the Group General Manager of SBU & PC-Lignite of RSMML or his successor in office.
- 1.10 **Alteration/Variation order means**, any order given in writing by the Engineer-In-Charge to the Contractor from time to time to effect additions to or deletions from and/or alteration in the work/s.

- 1.11 **Appointing Authority** wherever the expression is used shall mean the Managing Director of the Company.
- 1.12 **Approved shall** mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.13 **Commencement of work** shall be reckoned from the date of issue of letter of acceptance including the stipulated mobilization period.
- 1.14 **Completion Certificate** shall mean the certificate to be issued by the Engineer-in-Charge when the work/s has been completed to his satisfaction as per terms of the contract.
- 1.15 **Managing Director** shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.16 **Financial advisor (F.A.)** shall mean the FA for corporate office, RSMML or his successor in the office so designated by the Company
- 1.17 **“ED (Admin)”** shall mean ED (Admin) for corporate office, RSMML or his successor in the office so designated by the Company.
- 1.18 **Engineer-In-Charge** or **“Officer-In-Charge”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 1.19 **Notice** or **“Notice in writing”** or **“written notice”** shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.20 **RSMML or Company** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Jan path, Lal Kothi Scheme Jaipur (Rajasthan) and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.
- 1.21 **Specifications** shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations regulation codes.
- 1.22 **Tender** shall mean the offer submitted by the Contractor against this inquiry for acceptance by the Company.

2.0 INTERPRETATIONS

- 2.1 Wherever it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain

- obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s, facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the Company at the cost and consequences of the Contractor.
- 2.2 Several clauses and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Group General Manager, SBU-PC (Lignite) of the Company whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
 - 2.3 All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
 - 2.4 In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the words importing person/s shall include incorporated companies, registered association, body of individuals or firm.
 - 2.5 General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
 - 2.6 Notwithstanding the sub-division/s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
 - 2.7 Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
 - 2.8 No Director or official or employee of the Company shall in any way be personally bound or liable for the acts or obligations of the Company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
 - 2.9 No verbal agreement or inference from conversation with any officer or employee of the Company before, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
 - 2.10 No amendments to the contract shall be valid unless specifically made as an amendment to the contract and signed by the authorized representative of the parties.

Section-II

INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

1. One copy of tender document should be sealed & signed as a token of acceptance of its terms and conditions and should be furnished along-with part - 1 of tender (no page should be detached).
2. Tender must be submitted in two parts *i.e.*, Techno - Commercial (Part – I) and Price Bid (Part –II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super-scribed tender no as mentioned above, Bidders name & address:
 - a. **Sealed Envelope No.1:** -This envelop should contain DD/PO/BC/NEFT/RTGS towards requisite BID SECURITY as per provisions mentioned in the tender document. This sealed envelope should be subscribed 'Bid Security of Tender No (as mentioned above).
 - b. **Sealed Envelope No. 2:** - This envelop should contain Part –I: Techno-Commercial BID along-with all supporting documents (except the tender Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be Super scribed Part – I of tender No (as mentioned above).
 - c. **Sealed Envelope No. 3** *i.e.*, Part-II (PRICE BID): This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if mentioned any by tenderer, shall be ignored.
 - d. **Sealed Envelope No. 4:** - The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelopes.
3. In compliance to the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rule, 2013, following Annexure are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these Annexure along-with Part–I of offer.

Annexure-a: Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-b: Declaration by the Bidder regarding Qualifications.
Annexure-c: Grievance Redressal during Procurement Process and Form No.1.
Annexure-d: Additional Conditions of Contract.
4. **SUBMISSION & OPENING OF TENDER:**
 - (i) The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer.
 - (ii) Tender should be submitted before due date & time at the Office of **Group General Manager (Lignite)**, RSMML, SBU&PC (Lignite), Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
 - (iii) Place of opening of Tender: Part (I) of the tender would be opened on the due date & time at the Office of Group General Manager (Lignite) SBU&PC

(Lignite), Jaipur and Part (II) *i.e.*, price bids of the qualified bidders would be opened later which would be informed to qualified bidders separately.

- (iv) Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule. In case the date of submission/opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.
5. **DELIVERY OF TENDER:** The delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer.
- a. **Delayed Tender:** Tenders received after specified time & date of submission but before specified time & date of opening of Part-I the tender will be treated as delayed tender.
- b. **Late Tender:** The tenders received after specified due date & time of opening of tender will be treated as late tender and will not be considered at all.
- c. RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
6. Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail will not be considered at all.
7. Tenders other than the prescribed form and pattern described herein are liable to be ignored as it makes comparison difficult. Fax/E-mail offers will not be considered.
8. Printed conditions on the back of letters originating from Tenderer will be ignored. If the tenderer desires to apply any particular condition to the tender the same must be clearly brought out in the body of a covering letter accompanying the tender.
9. **EXCEPTIONS & DEVIATION:** Tenderers are advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to deviate from tender conditions & if a tenderer desires to propose any addition/deviation/alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-IV and should be furnished along with the offer, without making any corrections on the body of the tender document at their risk. In the absence of same, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.
- (i) Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- (ii) Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
10. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the

tenderer. Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored.

11. ADDENDA/CORRIGENDA

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

12. CURRENCIES OF THE BID AND PAYMENT

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

13. TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH TENDER:

- i. One complete set of tender documents, as duly filled and sealed & signed on each page by the tenderer as token of acceptance of scope of work, terms & conditions of tender.
- ii. Power of Attorney in favour of the authorized representative signing the tender, as required.
- iii. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer/ notary public as the case may be.
- iv. Copy of PAN and GST Number (if applicable).
- v. Exceptions & deviations statement" to be submitted by the tenderer in Annexure-D.
- vi. Common undertaking as per Annexure-G & H of tender document.
- vii. Duly filled Annexure -A, B, C & D of tender document.
- viii. Bid security will be furnished by the bidder in favor of RSMML Jaipur.
- ix. Duly filled Annexure A to J along with the tender documents.
- x. Any other relevant document, in support of eligibility criteria/ terms & conditions of tender.
- xi. Details commercial terms and conditions.

Note: Each & every page of tender document, Annexure & documents furnished along with tender should be sealed & signed by the authorized person of the tenderer.

14. BEFORE SUBMITTING TENDER: Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental/encountered to the execution of the contract, as per the scope and conditions given herein.

15. SCHEDULE OF RATES: Rate should be quoted in the Schedule of Rates/Price Bid as per Annexure -F (appended hereto). The rate

quoted should be both in figures and words. In case of any discrepancy between the figures and written words the lower of the two shall be taken as quoted rate. No conditions should be mentioned in the Price Bid Offer, in case, if any will be ignored.

16. AUTHORITY TO SIGN TENDER: The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer. The authorization letter shall be enclosed.

17. ACCEPTANCE OF OFFER: RSMML reserves the right to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof or to divide the scope of work in more than one tenderer without assigning any reasons thereof and not to accept the lowest tender without assigning reason for not accepting the lowest tender and no claim shall be entertained in this respect.

18. VALIDITY: The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 90 days from the date of opening of tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/ modification the earnest money deposited by the Tenderer shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of EMD.

19. EVALUTATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

19.1 Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- a. Has been properly signed;
- b. Is accompanied by the required securities; and
- c. Is substantially responsive to the requirements of the Bidding documents.

19.2 A substantially responsive Bid is one, which confirms to all the terms, conditions, and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:

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

20. EVALUATION OF TECHNO-COMMERCIAL BID

20.1 The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the

information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

20.2 If a Bid is not substantially responsive, the Company at its sole discretion may reject it.

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

20.4 Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

21. CRITERIA FOR DECIDING LOWEST TENDERER:

The price bids of the techno-commercially qualified tenderers will be evaluated to determine the lowest bidder for work as offered [in prescribed price format Performa]

The tenderer whose quoted rate is resulting into the lowest financial outgo (option wise separate for each option) for the company will be considered as L1 bidder. Financial out go shall be computed as “(quoted rate by the tenderer) × (total contract period).

22. NEGOTIATIONS

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

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

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

23. CORRECTION OF ERRORS

23.1 Price Bid (Part – II) of substantially responsive will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
- b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer.

23.2 The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as

binding upon the Bidder.

24. PROCESS TO BE CONFIDENTIAL

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

25. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

The tenderer, who's Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed letter of Acceptance") will state the sum unit that the Company will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price").

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

26. Interference with procurement process

In case the bidder

- a. Withdraws from the procurement process after opening of financial bids;
- b. Withdraws from the procurement process after being declared the successful bidder Fails to enter procurement contract after being declared the successful bidder;
- c. Fails to provide performance security or any other document or security
- d. Required in terms of the bidder documents after being declared the successful bidder, without valid ground, Shall, in addition to the recourse available in the bidding documents or the contract be punished with fine which may extend to fifty lakh rupees or ten percent of the assessed value of procurement, whichever is less.

27. SIGNING OF THE CONTRACT AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 20 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

The contract agreement shall consist of –

- a. An agreement on non-judicial stamp paper of appropriate value,
- b. Tender document, along with the addenda/corrigendum, if any.
- c. Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- d. Agreed Variation, if any,
- e. Any other document as mutually agreed.

28. BID SECURITY/EARNEST MONEY DEPOSIT (EMD): -

- a) The tenderer shall deposit (interest free) a sum of **Rs. 19,200/- (Rupees Nineteen Thousand Two Hundred only)** as Bid Security along-with the tender by Demand Draft/PO/BC/RTGS/NEFT. It should be in favor of RSMML payable at Jaipur. Offers not accompanied with the requisite Bid Security will not be considered. Bid Security in any manner other than DD/PO/BC /RTGS/NEFT will not be accepted.

Our Bank Details are as under:

RSMML

ICICI Bank,

Account No.: 678605000722,

IFSC Code: ICIC0006786

Udyog Bhawan, Tilak Marg, Jaipur (Rajasthan)-302005

Note: Tenders are requested to forward the UTR no. & other relevant details through email immediately after deposition of Bid Security through RTGS/NEFT for verification at our end on above mentioned e-mail address.

- b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.

c) **The BID SECURITY shall be forfeited in case of:**

- i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
- ii) If it is established that tenderer have submitted any wrong information / forged document along with the tender or thereafter/found indulge in unfair trade practices.
- iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
- iv) If the tenderer does not submit the security deposit cum performance guarantee.
- v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure-J.
- vi) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.

29. RSMML RIGHTS: The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding.

- (a) Not to accept any offer or reject any or all the offers.

- (b) To cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
- (c) To increase/decrease the quantity at any time during the contract.
- (d) To divide the quantity in more than one tenderer.
- (e) To place or not to place trial order.
- (f) To reject the offer, if it is established that the tenderer has submitted any wrong & misleading information / forged document along with offer or thereafter.
- (g) If the Stores of make other than the specified make, found Techno-commercially acceptable, a trial order may be placed by RSMML at its sole discretion to begin with.

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

30. REFUSAL / FAILURE

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

For RAJASTHAN STATE MINES & MINERALS LIMITED

Group General Manager (Lignite)

I/We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Place & Date

Section- III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. INTERPRETATION OF CONTRACT DOCUMENT

- 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.
- 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 Officer-Incharge whose decision shall be final and binding.
- 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.

2. SECURITY DEPOSIT

- 2.1 The successful tenderer shall furnish a Security Deposit equal to 10% of the total contract value through Demand Draft / Bank Guarantee in favour of RSMML, Jaipur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract in any of the following manners mentioned from 2.2 to 2.5.
- 2.2 Bank Guarantee (B.G.) (Annexure-I) amounting to 10% of the value of contract in favour of the RSMML Jaipur. The Bank Guarantee shall be provided only in the approved format of the company from a schedule bank having its branch at Jaipur on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- or on appropriate value of stamp paper as per prevailing stamp act on the date of issue of BG. Bank Guarantee shall be valid for the entire period of the contract and extended period, if any plus six months. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- 2.3 The contract may also deposit the SD @ 10% in form of BG.
- 2.4 Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any Public and Private sector bank /ICICI/Axis/HDFC Bank having its Branch office at Jaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- 2.5 The successful bidder at the time of signing of the contract agreement, may submit an option for deduction of security from his each running and final bill @ 10% of the amount of the bill. Further, in such case, the amount of bid security of successful bidder may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of

- security deposit.
- 2.6 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
 - 2.7 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
 - 2.8 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
 - 2.9 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
 - 2.10 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
 - 2.11 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
 - 2.12 No interest is payable on S.D. amount.
 - 2.13 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
 - 2.14 If the contractor or their employee cause any damage or destroy any property belongs to the company & others during execution of contract the same shall be made good by the contractor at his own expenses and in default thereof, the engineer in-charge may cause the same to be made by other agencies and recover expenses from the contractor.

3.0 ADDITIONAL PERFORMANCE SECURITY

In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. Explanation:

For the purpose of this rule,-

(i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

(ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.

(iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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

4.0 STATUTORY OBLIGATION

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. or authority. Contractor further agrees at his cost to defend, indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Directorate General of Mines' Safety etc. or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub-contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. authorities or any administrative or quasi-judicial tribunal.

5.0 TAXES

- i 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).
- ii The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- iii Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- iv In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the

bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.

6.0 VARIATION IN STATUTORY TAXES, DUTIES & LEVIES:

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.

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

7.0 INDEMNITY

Firm shall keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the Firm.

8.0 WAIVER AND LIABILITY TO PAY COMPENSATION:

In any case in which any of the powers conferred upon the Company 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 Firm, the Firm shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Firm for past and future compensation shall remain unaffected.

9.0 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

10.0 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

11.0 MANPOWER FOR THE WORK:

- a) Required manpower as prescribed in the tender document for execution of the contractual work will be employed by the Firm and he will be wholly responsible to bear all wages/ salary , emoluments, charges and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act,1923.
- b) RSMML will not in any manner and at any time or at the termination of this

contract, be responsible to bear any liability or part thereof in respect of the staffs engaged by the Firm for this work.

- c) If the Firm fails to pay to the staff any dues, RSMML may make arrangements for payment thereof after giving 15 day's notice to the Firm and deduct the amount along with expenses from its bills and/or from its security or in such other manner as may be deemed fit by RSMML.

12.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

The contractor shall have the sole and exclusive responsibility for execution & supervision of the work by qualified staff. The work shall be executed by the Contractor with his/their best skill, attention and supervision. The Contractor shall employ and engage to the satisfaction of the Officer-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 Officer-in-Charge additional and sufficiently qualified 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 Officer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

- i. Whenever any of the Contractor's agents, sub-agents or other employees shall in the opinion of the Officer-in-Charge be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Company and/or the Officer-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 Officer-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.
- ii. The Contractor shall be responsible for the proper conduct and behavior of all the staff 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 neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relive the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

13.0 DAMAGE TO PROPERTY:

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

14.0 LIENS:

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

15.0 CHANGES IN CONSTITUION:

The Contractor shall obtain prior approval in writing of the Company before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors. If prior approval as aforesaid is not obtained the Contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same.

16.0 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 Company. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the Company.

17.0 TERMINATION:

- i. In case the Work is found to be unsatisfactory or in case of breach of contract the contract may be terminated after giving due notice. In such an event SD may be forfeited.
- ii. In case RSMML decides to terminate the contract, 10 days notice for the same will be given to the consultant.

18.0 FORCE MAJEURE:

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contractor if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited 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, sand storms/other causes and for failure of transportation or for any other cause beyond reasonable control of the party affected, provided notice of such cause is given in writing by the party affected within 14 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14 days then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of three months both the

parties shall consult each other and decide about the future course of action regarding the contract.

19.0 SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE OFFICER-IN-CHARGE

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

- i. In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager (Lignite), SBU-PC(Lignite), Jaipur and copy to authorized representative of Group General Manager (Lignite), SBU-PC(Lignite), Jaipur
- ii. In the case of the Officer Incharge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

20.0 APPEALS:

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

21.0 DISPUTE, JURISDICTION:

- i. The place of the contract shall be SBU-PC (Lignite) office. In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of the Managing Director of the company shall be final and binding.
- ii. No courts other than the courts located at Jaipur (Rajasthan) shall have Jurisdiction over any matter concerning any aspect of the work under this tender.
- iii. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

Section-IV

Special Conditions of Contract (SCC) & Scope of Work

1. APPLICABILITY

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 or contradiction between the two.

2. INTRODUCTION

The Rajasthan State Mines & Minerals limited is involved in the mining, beneficiation, processing and marketing of various minerals like Rock Phosphate, Limestone, Gypsum, Lignite etc. RSMML is having 03 leases of Lignite in Rajasthan. These mines are located at Giral & Sonari mines, Distt:- Barmer and Kasnau-Matasukh Mines, Distt:- Nagaur. RSMML is carrying out mining of Lignite from these mines and the same sold to buyers of different industry through e-auctions.

3. Work Location

The consultant will be required to work from the office of VBD Department of SBU & PC-Lignite on a regular basis during all working days as per routine office timings and any other location as per the requirement by visiting that area for the purpose as per the directives of RSMML.

The Tenderer's must get themselves fully acquainted with the description and volume of the work, location, distance & time required to cover the distance etc. before quoting of their rates. Tenders received shall be deemed to have been submitted after fully acquainting themselves of all the factors, road condition and other peculiar conditions of the work under the contract. The tenderer shall not be allowed to and are not entitled to raise any dispute/objection what so ever or to raise any claim of damage/compensation with regard to the road conditions, timings, stoppage, route, volume of work etc. at any stage/time and/or that the workers employed by him demanding higher rates of wages and that the cost of operation has gone up for any reason/ground what-so-ever.

4. PREQUALIFICATION CRITERIA

For participating in the work mentioned shall be pre-qualified on the basis of the following criteria:

- a) A competent person having experience of minimum 10 years working in Any Government Department/PSU relating to the work of Mining – Surveying work, experience of mine planning & mine surveying, Dealing of revenue matter, liaisoning with Govt. Departments, etc. whose turnover is greater than Rs. 2.4 lac or more in any one of the financial years 2022-23, 2023-24 and 2024-25 in its own name.
- b) The bidder should have its head office or branch office to be located at divisional Headquarters of Rajasthan.
- c) The tenderer should have minimum turnover of Rs. 04.80 Lac in any one of the financial years 2022-23, 2023-24 and 2024-25 in its own name.

5. DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

Following details are required to be furnished by the successful tenderer to the

Officer-in-charge at the time of commencement of work at office of VBD Department of SBU & PC-Lignite, Jaipur.

- i Attested copy of Letter of Acceptance for the work.
- ii Details of the personnel with their CV who will be engaged for execution of the work at Firm's site.

6. SCOPE OF WORK:

The scope of work of the consultant shall be to provide assistance, with deployment of a competent person to the SBU-PC (Lignite) for the following works:

(i) Strategic Mine Planning & Approvals:

Mine Planning: Developing detailed plans for mining operations to be conducted, including excavation methods, production schedules, and resource optimization.

- **Mine Closure Plan (MCP):** A mandatory plan outlining how the mine site will be reclaimed and rehabilitated after mining operations cease, ensuring environmental restoration and safety.
- **Approvals from MoC (Ministry of Coal) and other Departments:** Securing necessary regulatory approvals, which are vital for starting and continuing mining activities.

(ii) Mines Survey & DGMS Compliance: This focuses on precise measurement and adherence to safety regulations.

- **Mines Survey:** Conducting regular surveys to accurately map mine workings, resource availability, and geological features. This is fundamental for safe and efficient operations.
- **DGMS (Directorate General of Mines Safety) Requirements:** Ensuring all plans and operations comply with the stringent safety standards and regulations set by DGMS to prevent accidents and ensure worker well-being.

(iii) Land Management & Acquisition: This addresses the critical aspect of land ownership and access.

- **Revenue Map & Land Acquisition:** Dealing with official land records, identifying suitable land, and managing the process of acquiring land for mining projects, especially for lignite blocks of RSMML.

(iv) Block Identification & Allocation: This pertains to the growth and expansion of mining operations.

- **Identification & Application for New Lignite Blocks:** Proactively identifying potential new mining areas and submitting applications for their allocation to expand the company's resource base.
- **ML (Mining Lease) & Demarcation:** Securing the formal mining lease for allocated blocks and physically marking out the boundaries of the lease area.

(v) Environmental Clearances (EC) & Compliance: A paramount responsibility given the environmental impact of mining.

- **Applying for TOR (Terms of Reference) for EC:** Initiating the environmental clearance process by getting the scope of the environmental impact assessment approved.

- **Conducting Public Hearing:** Facilitating mandatory public consultations where local communities can voice their concerns and opinions on proposed mining projects.
 - **Obtaining Consent to Operate (CTO):** Securing the final environmental consent required to commence and continue mining operations for both existing and new blocks, often from the State Pollution Control Board.
- (vi) Reporting & Monitoring:** Ensuring transparency and compliance through regular reporting.
- **Monitoring Survey Progress Reports:** Tracking and submitting periodic (monthly, quarterly, half-yearly, annually) survey reports of lignite blocks to various regulatory and internal authorities. This provides updates on operational progress and resource depletion.
- (vii) Underground Coal Gasification (UCG) Work:** This indicates involvement in advanced or experimental mining technologies.
- **UCG Work:** Handling all aspects related to Underground Coal Gasification projects, which is a method to convert coal in situ into a combustible gas. This includes survey, planning, and land-related work specific to UCG.
- (viii) New Projects & SBU Assignments:** Flexibility and adaptability to new initiatives.
- **New Projects/Work Assigned to SBU (Strategic Business Unit):** Undertaking any new projects or tasks assigned to the specific business unit, demonstrating versatility and responsiveness to evolving organizational needs.
- (ix) Liaison & Coordination with Government Offices:** Building and maintaining crucial relationships.
- **Liaising with Government Offices:** Acting as a point of contact and coordinating with various government departments in Rajasthan and at the central level. This includes:
 - **DMG (Department of Mines and Geology)**
 - **GWD (Ground Water Department)**
 - **Revenue (Department)**
 - **RSPCB (Rajasthan State Pollution Control Board)**
 - **CGWB (Central Ground Water Board)**
 - **MoC (Ministry of Coal)**
 - **MoEF & CC (Ministry of Environment, Forest & Climate Change)**
 - **CGWA (Central Ground Water Authority)**
 - **Other Assigned Work:** Handling any additional tasks assigned by management or the department, highlighting a broad scope of responsibilities.
- (x)** Any other work in relation to requirement made by VBD required to be completed from time to time.
- (xi)** For all above works, the consultant shall depute a capable / experienced person on all working days in office of SBU-PC (Lignite).
- (xii)** Such person shall not be eligible to engage any full time assignment anywhere else RSMML shall be at liberty to remove such deputed person if it is not satisfied by his performance, without assigned any reason whatsoever.
- (xiii)** In such event, the consultant shall be under obligation to provide a suitable/ acceptable replacement failing which the SD shall be fortified

7. Working hours:

For office of VBD Department of SBU & PC-Lignite, working hours is 9:30 AM to 6:00 PM, five day a week (presently Saturday & Sunday is weekly day of rest) including half hour lunch breaks during 1:30 PM to 2:00 PM. In case of exigency personnel will be required to stay beyond office hours.

Note: Service may be required on holidays too, however with pre-intimation and rare condition. No extra charges shall be paid for this.

8. PAYMENT:

- i. On completion of each month, the Firm shall raise the bill to SBU- PC (Lignite) Jaipur (as the case may be) receive its remuneration from the RSMML and the bills shall be duly verified by the Officer-in-charge. The rates as accepted by the Company shall be considering 30 man days respectively in a month.
- ii. The Firm, on submitting the bill duly verified by the Officer- In-Charge for the work done, is entitled to receive a monthly payment within a period of 30 days after submission of the bill
- iii. The payment against the bill will be made after making necessary deductions. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time.
- iv. The Company shall make payment due to the Firm by crossed Account Payee cheque/RTGS/NEFT.
- v. The said remuneration will be firm and fixed for the entire period of Contract.
- vi. The rate quoted by the contractor shall be exclusive of GST.

9. CONTRACT PERIOD:

The period of contract for the work envisaged under this tender shall be Two years from the date of issue of LOA / DLOA, and shall be inclusive of 15 days period allowed for commencement of the work.

However, the contract may be extended by one year at sole discretion of the Company on the same rates, terms & conditions of the contract.

10. SPECIAL TERMS OF CONTRACT

- i. The job shall be carried out by qualified Professional and skilled in performing such services as per the eligibility criteria, in conformity with generally accepted professional and technical norms relevant to such assignments that are required for the job to the entire satisfaction of the In Charge accounts
- ii. The consultant shall be responsible for safety and security of computer hardware and software provided to them for the assigned task during the working hours.
- iii. The consultant shall have no claim for any benefit/ compensation/ absorption/ regularization of services in RSMML under the provision of Industrial Disputes Act., 1947 or contractor Labor Regulation & Abolition) Act, 1970 Undertaking from the person to this effect shall be required to be submitted by the consultant to RSMML.
- iv. The consultant shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters.
- v. The consultant working should be polite, cordial, positive and efficient. The consultant shall be responsible for any act of indiscipline on the part of persons deployed by him.
- vi. That the person deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of RSMML.

- vii. The transportation, food, medical and other statutory requirements shall be the responsibility of the consultant. No TA/DA shall be granted for attending office.
- viii. The successful bidder will enter into an agreement with RSMML for the completion of the job as stated in scope of work .The agreement will be valid for contractual period from the date of LOI /commencement of work by the consultant.
- ix. In case of requirement of tour, the deputed will be entitled to claim reimbursement of TA bill to the extent of 3 Tire Train travel / Bus Travel + Hotel charges @1000/day + 500 /- per day DA. These rates will remain firm and fix during the currency of the contract.
- x. The proposed person to be deputed by the Consultant shall be evaluated and interviewed, if necessary by RSMML prior to his appointment under the Contract. The Consultant shall be under obligation to provide suitable and experienced personnel as per requirements and approval of RSMML. The decision of GGM (Lignite) shall be final and binding.

11. COMPENSATION:

- i. In case of delay in commencing the work within the stipulated time, the compensation @ 0.5% of the total contract value on weekly basis will be recovered. The compensation will be recovered by way of deduction from the bills payable to the contractor. Further the company may withdraw the DLOA and forfeit the earnest money deposit (EMD) in case the compensation reaches beyond 2%.
- ii. No payment will be made to the consultant for not attending the work on any working day, for the non-compliance of obligations as per scope of work and for such compensation; decision of Company in this regard will be final and binding.

12. RIGHT TO REVIEW PERFORMANCE

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

The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other consultant at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

13. RISK & COST

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

14. CLOSING OF THE CONTRACT

Within 60 days of the completion of the work in all respects, the Contractor shall be required to obtain from the Officer-In-charge completion certificates as to the completion of work and clearing of the areas where he has worked if necessary.

When the Contractor fulfills all his/its obligations under the contract to the satisfaction of Officer-In-Charge and subject to terms & conditions of the contract, he/it shall be eligible to apply for completion certificate with following details:

- a. A certificate to the effect that no outstanding claims/payments are due to the persons employed in relation to this assignment by the Firm.
- b. No claim certificate by the contractor, in favour of company that No claim has been due towards the company and he will not claim any dues after the closure of the contract.
- c. Indemnification Bond on Rs. 100/- Non Judicial stamp paper.

The Officer -In-Charge shall formally issue completion certificate within 60 days on receiving application from the Firm.

The consultant, 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 15 days from the date of issue of completion certificate, otherwise the Officer-In-Charge's certificate of the total amount payable for the work accordingly shall be final and binding on the contractor.

15. FINAL PAYMENT AND RELEASE:

On completion of the work and issuance of completion certificate, the Contractor shall submit his/its 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 deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorised or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

All prior certificate quantities, claims etc, upon which running account payments may have been made, shall be subject to adjustment in the Final payment.

No claim shall be made or be filed by the Contractor and the Company shall not be liable to pay any money 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 Officer-in-Charge or any other person relating to or effecting the work.

Final payment including the security deposit will be released to the contractor only on furnishing the Final Certificate by him/it within one month.

Undertaking

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

For and on behalf of the tenderer
(Authorized Signatory)
Seal & Dated

LETTER OF SUBMISSION OF TENDER

DATE:

FROM:

To:

The Group General Manager (Lignite)
Rajasthan State Mines & Minerals Ltd.,
Khanij Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005 (Rajasthan).

Subject: "Work of Consultancy services for works related to Survey, Mine Planning, Revenue matters etc. for SBU & PC-Lignite, Jaipur"

Ref: Tender No. RSMM/ SBU-PC (Lignite)/VBD/2026-27/412 Dated 19.06.2026

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our offer for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. It is expressly understood by me/us that the time is the essence of the contract. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and 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 crossed Demand Draft in favor of RSMML payable at Jaipur
5. , 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 No &Date	Name and Address of Bank	Amount
-------------------------------------	---------------------------------	---------------
6. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price offer and in case of any default thereof the company shall have the right to forfeit the Earnest Money amount and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
7. I/we enclose documentary proof of all requisite document as specified in the tender documents.
8. 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.
9. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
10. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our offer.
11. I/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:

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

Witness

Name in Block Letters: Full Address

ANNEXURE -B

(On the letterhead of the bidder)

GENERAL PROFILE OF THE TENDERER

(To be enclosed with 'Techno-Commercial (Part-I) Bid)

Ref: Tender No. **RSMM/ SBU-PC (Lignite)/VBD/2026-27/412****Dated: 19.06.2026**

Name of Tenderer_____

1	Name of the tenderer	
2	Address for Communication with the tenderer	
3	Status of the tenderer: (Please Tick).	
4	a) Individual	
5	b) Proprietorship firm: Attach duly attested affidavit in support of your status	
6	c) Partnership firm: Attach copies of Partnership Deed & copy of registration certificate (duly attested).	
7	Power of attorney / Board Resolution in favour of the authorized representative signing the tender	Enclosed /Not Enclosed
8	Turn over during last 3 financial years.	2023-24
		2024-25
		2025-26
9	Duly attested copies of audited balance sheets & P&L accounts of above financial year.	Enclosed /Not Enclosed
10	Whether the tenderer has accepted terms and conditions of this Tender by signing on each page of this Tender.	Yes / No.
11	Whether the Tenderer has proposed any addition/modification/deviation to the terms & conditions of the tender.	Yes / No.
		If yes, please provide details as per Exception and Deviation statement.
12	Affidavit on non-judicial stamp paper that Tenderer is not having or had any litigation with the company, if any, give details.	
13	Details of Earnest money deposited	
14	PAN No.	
15	PF account No.	
16	GST no	
17	MSMED registration if any.	

18	List of Professional persons employed with the Firm showing their qualification and experience.	
19	Undertaking that, We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.	

Signature of Tenderer with official stamps

Date & Place:

ANNEXURE -C

Bank details of Tenderer for RTGS/NEFT/ Online refund of EMD

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

(Authorized Signatory)

Date: -----

Place: -----

(On the letter head of the tenderer)

EXCEPTIONS AND DEVIATIONS

Ref: Tender No. RSM/ SBU-PC (Lignite)/VBD/2026-27/412

Dated: 19.06.2026

Name of Tenderer _____

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

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

**Signature of tenderer(s)
With the seal**

(On the letter head of the tenderer)**DETAILS OF EXPERIENCE****Ref:** Tender No. RSMM/ SBU-PC (Lignite)/VBD/2026-27/412 Dated 19.06.2026**Name of Tenderer** _____

Bidder will give information of the similar work done during immediate 03 preceding years as per the Performa given below:

Work order No.	Full particulars of work carried out by the tenderer	Period	Value of contract	Number of projects taken up	Completion time (months)	Penalty or liquidated damages Paid(if any)
1	2	3	4	5	6	7

It is certified that the above information is correct.

Signature of Tenderer with office seal

Date:

Place:

"PRICE-BID" Performa

Name of Work: Work of Consultancy services for works related to Survey, Mine Planning, Revenue matters etc. for SBU & PC-Lignite, Jaipur

Ref: Tender No. RSMM/ SBU-PC (Lignite)/VBD/2026-27/412 Dated : 19.06.2026

Name of Tenderer: _____

S.No.	Particulars	Rate per month (Rs)	
		(In Figures)	(In Words)
1	Consultancy services for works related to Survey, Mine Planning, Revenue matters etc. for SBU & PC-Lignite, Jaipur Professional fees for the execution of the job as defined in the scope of work of tender document.		

Note:

- i. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
- ii. No Travelling allowance/ Dearness allowance shall be granted for attending office.
- iii. The rates quoted by the bidder will be exclusive of Goods and 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 bids). The rates shall also be inclusive of cost of additional and other allied work etc.

**Signature of tenderer(s)
With the seal**

AFFIDAVIT

(Undertaking of work Experience)

(To be submitted non-judicial stamp paper worth on Rs. 100/-)

Authorised signatory of M/s.....
I,.....**[Full Name]**, S/o / D/o /
W/o..... **[Parent/Spouse's Name]**, aged about.....
[Age] years, office at..... **[Full office Address]**, having professional
experience in mining and allied sectors, do hereby solemnly affirm and declare as under:

1. That we, have experience of.....years working with Government Department/PSU
Namely.....
2. That we, have actively liaised with various **Government Departments and Regulatory
Bodies**, including but not limited to **DMG, GWD, Revenue Department, RSPCB, CGWB,
MoC, MoEF & CC, CGWA**, and have undertaken other responsibilities as assigned by the
Management or Department, in line with organizational and statutory obligations.
3. That we, have professional experience in undertaking work related to **Mine Planning**,
including the preparation and submission of **Mining Plans** and **Mine Closure Plans** for
approval from relevant departments and statutory authorities.
4. That we, have handled activities pertaining to **Mine Surveying**, including the
preparation of statutory plans as per the standards and requirements laid down by the
various applicable order/ rules.
5. That we, have experience in working on **Revenue Mapping** and **Land Acquisition**
processes for mining areas.
6. That we, have experience of applications for obtaining **Mining Leases (MLs)**, and
performing **demarcation** as per applicable norms.
7. That we, have experience of **preparation of progress reports** related to mining and
survey activities, as required by regulatory authorities.
8. That we, agree to depute a suitable key person having above stated experience, in case
subject work is allotted to us. The key person deputed shall exclusively work for RSMML.

Place.....

Date.....

Deponent's Signature

I, S/o hereby declare and affirm that the
contents of this affidavit are true and correct to the best of my knowledge and belief. Nothing
has been concealed therein. I understand that any false statement or misrepresentation may
lead to legal consequences.

Deponent's Signature

Note: Original Notarized affidavit shall be sent to the office of GGM (Lignite Khanij Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-
302005 along-with Tender fee, processing fee and bid security on or before the last date of tender submission.

AFFIDAVIT

(on non judicial stamp paper of Rs.50)

Ref: Tender No. RSMM/ SBU-PC (Lignite)/VBD/2026-27/412 Dated 19.06.2026

Name of Tenderer _____

I.....S/o Shri.....aged.....Years,
resident ofon behalf of the tenderer i.e. M/s.....hearby
undertake oath and state as under:

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

Signature of Tenderer(s)
(Authorized Signatory)
With Seal

Place:

Date:

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by any Public sector Bank / Private Sector bank as per schedule II of RBI having its Branch office at Jaipur on non-judicial stamp paper of value 0.25% of BG amount subject to maximum of 25000 or on appropriate value as per Indian stamp act prevailing on the date of issuance of BG)

B.GDated.....

This Deed of Guarantee made between ----- PSU/ICICI/Axis/HDFC 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/RO.) 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.....

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

1. We,..... (Bank) do hereby undertake to pay to the company as amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor 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 suretyship 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 Jaipur branch office under the signatures of the company's Group General Manager of SBU & PC – (Lignite) 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 fore bearance 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 Jaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY.....SON OF.....
(designation).....(branch) constituted attorney of the said bank
have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of
..... executed at.....this the day..... of.....20

Tender No. : RSMM/ SBU-PC (Lignite)/VBD/2026-27/412 Dated 19.06.2026

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

List of Scheduled Public Sector Banks

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

List of Scheduled Private Sector Banks

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

Annexure-a

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Annexure-b

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

Annexure-c

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- a. determination of need of procumbent;
 - b. provisions limiting participation of Bidders in the bid process;
 - c. the decision of whether or not to enter into negotiations;
 - d. cancellation of a procurement process;
 - e. applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

Particular of appellant:

- a. Name of the appellant:
- b. Official address, if any:
- c. Residential address:

Name and address of the respondent(s):

- a.
- b.
- c.

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:

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

Number of affidavits and documents enclosed with the appeal:

Ground of appeal:.....

.....(Supported by an affidavit)

Prayer:.....

Appellant's Signature

Place

Date

Annexure-d

Additional Conditions of Contract

Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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