



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

TENDER DOCUMENT

“HIRING OF 1 NOS. OF EXPLOSIVE VAN AT LIMESTONE UNIT GOTAN
(model year of explosive van 2023 and later with minimum 1.7 ton carrying capacity)”

Tender No. **RSMM/ SBU&PC-LS/H&I(LS)/Cont-02/2026-27** dated
29.04.2026

Issued by
H&I (Limestone),
RSMML, 8-West Patel Nagar, Jodhpur-342001

Cost of Non-Transferable Tender Document: Rs. 590 /- (inclusive of GST) payable in DD/Pay order/Banker's Cheque in favour of “RSMML Ltd, Jodhpur”

Cost of EMD: Rs. 9,600/- payable in DD/Pay order/Banker's Cheque in favour of “RSMML Ltd, Jodhpur”

Date of downloading of Tender: From 29.04.2026 to 12.05.2026 up to 01.00 pm

Last Date of submission of Tender : 12.05.2026 up to 03.00 pm

Date of Opening of Techno-commercial Part: 13.05.2026 at 3.30 pm at RSMML, Jodhpur office

Corporate Office:
4, Meera Marg ,
Udaipur - 313 001
Phone : 0294-2428763-67,
Fax 0294-2428768,2428739

SBU & PC, Limestone Office:
8, West Patel Nagar
Circuit House Road, Jodhpur
342011
Phone: (0291) 2511031, 2516199
Fax: 0291-2511029



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)
SBU & PC-Limestone: 08, West Patel Nagar, Jodhpur-342011,
Email: - ggmsu.rsmml@rajasthan.gov.in

Tender No. **RSMM/ SBU&PC-LS/H&I(LS)/Cont-02 /2026-27 dated 29.04.2026**

SHORT TERM NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors:-

Brief Description of work	Period of contract	Bid Security / EMD in (Rs)
“Hiring of 1 Nos. of Explosive Van at Limestone Unit Gotan (model year of explosive van 2023 and later with minimum 1.7 ton carrying capacity)”	Six Months	9,600/-
Cost of tender document Rs.590/- (non-refundable) is inclusive of GST, payable in Cash or DD/Pay order/Banker’s Cheque in favour of “RSMM Ltd, Jodhpur”		
Period of downloading of documents	From 29.04.2026 to 12.05.2026 up to 1.00 PM	
Last Date & Time of Submission of offer	12.05.2026 up to 03.00 PM at Jodhpur	
Date of opening of Techno Commercial offer	13.05.2026 at 3:30 PM, at Jodhpur	

Cost of Non-Transferable Tender Document: Rs. 590 /- (inclusive of GST) payable in DD/Pay order/Banker’s Cheque in favour of “RSMM Ltd, Jodhpur”

Cost of EMD: Rs. 9,600/- payable in DD/Pay order/Banker’s Cheque in favour of “RSMM Ltd, Jodhpur”

1.1 PRE-QUALIFYING CRITERIA

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

- The tenderer should have minimum turnover of Rs. 02.40 Lac in any one of the financial years 2023-24, 2024-25 and 2025-26 in its own name.
- The tenderer should have valid license of Explosive Van from PESO and the bidder should submit the copy of RC showing model year of 2023 or later along with other document as required from PESO.

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

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

Joint ventures/consortium /partnership are not allowed to participate in this tender subject to the jointly/severely responsibility, in such cases the turnover of partners/members should be considered.

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

The tenderer/ bidder who has earlier been suspended or banned or whose contract has been terminated including those against whom any FIR has been lodged and is pending, and, has not been disposed off in favour of tenderer meaning thereby acquittal of the tenderer, by the date of opening of techno-commercial bid shall not be eligible to participate in this tender during the currency of the suspension or banned period, or, till favorable disposal of FIR.

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

1.2 SUBMISSION OF TENDERS

The tenders shall be submitted in the office of Head & Incharge (Limestone), 8 West Patel Nagar, Jodhpur (Rajasthan) on or before the date and time mentioned in the Notice Inviting Tender (NIT).

Tender along with covering letter and information to be included in the tender shall be submitted along with the offer itself.

Tender should be submitted in two parts viz. Part-I & Part -II, in separate sealed envelopes super scribed Part-I, “Techno-Commercial offer“ and Part-II, “Price Bid“ with tender name and NIT No. Outer Sealed envelope containing above two sealed envelopes will be marked as “Bidding with *tender name* and *NIT No.* & it shall be addressed to Head & Incharge (Limestone), RSMML, 08 West Patel Nagar, Jodhpur (Rajasthan).

If the outer envelope is not sealed and marked as above, the Company will assume no responsibility for the misplacement and premature opening of the bid.

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

Techno-commercial bid and should also record the date.

The Part-I “Techno – commercial Bid” should contain documents (including addenda/corrigendum if any) duly signed and sealed along with one complete tender document as issued by the company or downloaded from website of RSMML duly filled in, signed & stamped on each page by the tenderer/ authorized representative of the tenderer as describe in different clauses of the tender document in token of acceptance of the terms & conditions of this tender. Any price indication should not be given in the Techno–commercial Bid. The following information / documents are to be given in the Part- I “Techno – commercial Bid”. The offer without tender document fee and EMD shall be rejected.

The tenders shall be submitted offline as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:

- i. Power of Attorney in favour of the authorised representative signing the tender, as required.
- ii. Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the by the Company Secretary/ Gazetted Officer/Notary Public/Magistrate as the case may be. In case the tenderer /contractor make any change in the constitution of the firm after submission of the offer; they shall have to inform the Company at the earliest.
- iii. Copy of PAN card & Goods and Services Tax Identification Number (GSTIN).
- iv. Attested copy of the audited/CA certified Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover.
- v. “Exceptions & Deviations statement” to be submitted by the tenderer in form -1 of tender document along with Annexure-I & Annexure-II
- vi. Sealed and signed copy of tender document with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions.
- vii. DD/Pay order/Banker’s Cheque of EMD and Tender Document Fee.

1.3 PRICE BID ‘NEGOTIATION’:

The Price Bid (Negotiable) shall be submitted in one copy.

The tenderers are to quote their rate in the Annexure-V of this tender document & the rate is to be quoted in rupees only otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or lowest offered rate.

While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document & as per site requirement.

The tenderer should quote rates in English both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Part II of the tender is to be and duly signed sealed and dated by the tenderer. The rates shall be quoted on firm basis.

1.4 CRITERIA FOR DECIDING LOWEST BIDDER

The bidder who quoted minimum rate on monthly basis for complete scope of work shall be considered as lowest tenderer for above said work.

1.5 AWARD OF CONTRACT AND EXECUTION OF AGREEMENT

- i The tenderer whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the “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.
- ii Upon award of Contract following details are required to be furnished by the successful tenderer to the Officer-in-charge at the time of commencement of work at Marketing Department at Jodhpur office as the case may be.
 - Attested copy of Letter of Acceptance for the work.
 - Details of the personnel with their authorization letter, photo-ID, CV who will be engaged for execution of the work at Firm’s site.
 - Documents of qualification of the personnel to be deployed with one set of photocopy (attested).
- iii The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA and thereafter the successful tenderer will have to execute an agreement within a period of one month in the prescribed form. The cost of execution of agreement including non-judicial stamp paper & stationery shall be borne by the tenderer.

1.6 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 30 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 –

- i. An agreement on non-judicial stamp paper of appropriate value,
- ii. Tender document, along with the addenda/corrigendum, if any.
- iii. Telex/Letter of Acceptance &/or Detailed Letter of Acceptance.
- iv. Agreed Variation, if any,
- v. Any other document as mutually agreed.

1.7 Brief Scope of Work: - The scope of work is as under: -

- a) The Contractor shall provide 1 no. of Explosive Van (Model year 2023 or later with Minimum 1.7 Tonne carrying capacity) at Limestone Unit Gotan, as per standard norms of PESO.
- b) The vehicle would bring Ammonium Nitrate from AN store house situated at Heera Sawai Mines and distribute it at the various blast location.
- c) The vehicle would bring various Explosives from Explosive Magazine situated at Dhanappa Mines and distribute it at the various blast location.
- d) The vehicle would bring HSD (diesel) from Petrol Pump situated at Gotan as and when required.

1.8 SPECIFICATION OF EXPLOSIVE VAN TO BE DEPLOYED BY THE BIDDER

Specification of explosive van is minimum 1.7 ton carrying capacity. Further, all the statutory provision/norms as specified by PESO shall be borne by the contractor. The model year of explosive van 2023 or later.

1.9 Working hours working place:

Working hours may be taken as 24x7, although the blasting is being done in day hours only. The working place may be taken as LSU, Gotan.

1.10 Other condition:

1. The vehicle should not leave the office without permission.
2. The diesel and Driver for operation of explosive van shall be provided by RSMML and the complete operation shall executed under the supervision of EIC.
3. Routine repair and maintenance Explosive Van, safety norms as per PESO should be responsibility of contractor.
4. All incidental & contingent works required for the performance of work mentioned in the tender as above shall be done by the Contractor at its own cost and expenses, and the same would not qualify for any extra payment.

2.0 GENERAL CONDITIONS OF CONTRACT (GCC)

The work site i.e. RSMML, SBU & PC-Limestone office is located at 8, West Patel Nagar, Circuit House Road in Jodhpur city. The Company is having its existing mining operations at Sanu village, Jaisalmer and Gotan, Nagaur. The personnel may also be asked to visit to site offices as per the requirement. 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 conditions 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.

CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 2.1 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.
- 2.2 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.
- 2.3 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 neighbourhood 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.

DAMAGE TO PROPERTY:

- 2.4 The Contractor including his sub-contractor/s, if any, 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.

2.5 **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 tenderer, 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 tenderer are appropriated on the account, the tenderer 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.

2.6 **CHANGES IN CONSTITUTION:**

The tenderer 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.

CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS EMPLOYEES

- 3.0 Required manpower as prescribed in the tender document for execution of the contractual work will be employed by the contractor and he will be wholly responsible to bear all wages/ salary, emoluments, charges leave with wages, contributory provident fund, bonus, free medical aid etc and for discharge of all other legal obligations including all compensations payable under the workmen's compensation Act,1923. The contractor shall have to pay applicable minimum wages to workers employed by him in case of any doubt/dispute in this regards the decision of labour department shall be final and binding upon the contractor. No claim whatsoever in this account shall be entertained by the Company. 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 tenderer for this work. If the tenderer fails to pay to the staff any dues, RSMML may make arrangements for payment thereof after giving 15 day's notice to the tenderer 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.
- 3.1 The contractor shall bear all liabilities for employee employed by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- a The company shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the company will be on the basis of accepted rates and work executed thereof.
 - b The contractor shall have to make all payments through Bank Account of the staff engaged by him every month latest by the 7th day of the following month. The minimum wages applicable at present are to be followed. The detail of wage payment should be enclosed with monthly bill raised by the contractor.

RIGHT TO REVIEW PERFORMANCE

3.2 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.

3.3 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 Tenderer at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days.

3.4 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.

4.0 SPECIAL TERMS OF CONTRACT: -

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 Tenderer.

5 Period of Contract

The period of contract will be for six months from award of the contract. This period can be further extended on satisfactory performance at sole discretion of the Company on the same rates, terms & conditions of the contract.

6 Working place: -

Tenderer will provide their services at LSU Gotan having two Mines Dhannappa and Hira Swaimines

7 Payment:

- i. On completion of each month, the tenderer shall raise the bill to SBU- PC (Limestone), Jodhpur, receives 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 fixed monthly rates on per month basis.
- ii. The tenderer, 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 in triplicate along with supporting documents.
- 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 tenderer 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. The deposition of the GST will be sole responsibility of the contractor/firm and RSMM shall reimburse the same on submission of the documentary proof to the concerned department.

8 Compensation:

All statutory duties and compliances must be complied on time, In case of delay in commencing the work within the stipulated time, the compensation @ 0.5% plus GST 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. No payment will be made to the Firm for not attending the work on any day and penalty of Rs.1500 per day will also be made from the Firm's bill 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.

9 Security Deposits:

- 9.1 The total security deposit for the work shall be 10% of the accepted contract value. The successful tenderer shall furnish a Security Deposit @ 5% of the accepted total value of the contract through Demand Draft/Bank Guarantee in favour of RSMM, Jodhpur, within 30 days of the issuance of Letter of Acceptance. The Bank Guarantee shall be provided only in the approved format of the company from a PSU i.e. (SBI)/ICICI/Axis/HDFC Bank having its branch at Jodhpur on non-judicial stamp paper of 0.25 % of BG value subject to a maximum of Rs 25000/- or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract period and/or extended if any plus defect liability period, plus a grace period of Six months. The remaining amount of security deposit @ 5% shall be deducted from the RA bills on prorata basis after adjusting EMD.
- 9.2 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.
- 9.3 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.

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

9.5 ADDITIONAL PERFORMANCE SECURITY .-

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

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

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

10 Termination of Contract:

In case the work is found to be unsatisfactory or in case of breach of contract, the contract may be terminated after giving one month's notice. In such an event, SD may be forfeited. RSMML at its discretion may terminate the contract without assigning any reasons and compensation, whatsoever.

11 Disputes and Jurisdiction:

In case of any disputes between the agency/firm and RSMML, the decision of the Head of the SBU&PC, Limestone-Jodhpur would be final and binding on the agency/firm and Company. Disputes, if any are subject to jurisdiction of Jodhpur court only. The firm shall also keep indemnified the company (RSMML) against all the claims of staff and other under all Acts / Rules thereof.

12 Other Terms & Conditions:

- i) The agency/firm shall be responsible for the safety and security of explosive van provided to them for the assigned task during the working hours. In case of malfunction, they will be got repaired at their cost, if any.
- ii) All the terms and conditions of RTPP act shall be applicable for above said tender.

13 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. Tenderer 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.

14 Force Majeure :-

Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract 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.

15 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 fulfils 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 Firm, 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.

16 APPLICATION FOR COMPLETION CERTIFICATE:

- i. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Subcontractor,
- ii. Notarized No claim certificate on Rs. 100/- Non Judicial stamp paper by the contractor, in favour of company that No claim has been due of whatsoever nature or description towards the company and he will not claim any dues after the closure of the contract,
- iii. Indemnification Bond on Rs. 100/- Non Judicial stamp paper duly notarized.
- iv. On receipt of this last & final bill, the Company shall verify the same, determining the total value of the work done of the contract and after deducting all the sums already paid to him/it and/due to the company on any account and such further sums as the Company on any account and such further sums as the Company is already authorized or required to reserve or retain on the terms of the contract or otherwise, make over to the contract as his final payment subject to the Contractor furnishing a certificate to the effect that he has no further claim of whatsoever nature or description on the Company.

17 DISPUTE, JURISDICTION:

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

UNDERTAKING

I/ We have carefully gone through & fully understood all the above general terms and conditions of this tender and these are acceptable to me/ us.

For & on behalf of the Tenderer

AUTHORISED SIGNATORY)

DATED -----

Ref. No:- Tender No. **RSMM/ SBU&PC-LS/H&I(LS)/Cont-02 /2026-27 Dated 29.04.2026**

EXCEPTION AND DEVIATION STATEMENT

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

(Authorised Signatory)

Name of the Tenderer :
Designation/ Relationship of the :
Authorised Signatory with the tenderer:

UNDERTAKING

(To be typed on Non Judicial stamp paper of appropriate value)

Ref. No:- Tender No. RSMM/ SBU&PC-LS/H&I(LS)/Cont-02 /2026-27 Dated 29.04.2026

Name of Tenderer

I.....S/o Shri.....aged.....

Years, resident of.....on behalf of the tenderer i.e.

M/s.....hereby undertake oath and state as under:-

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML or any Govt. Company.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us &
- (5) That we are registered under MSMED Act & registration number of the firm is (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
- (8) I/we hereby declare that we will provide the sufficient staff having desired qualification & experience as per tender provision.
- (9) 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)

(Authorised Signatory)

With seal

Place:

Date:

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date
Place

Signature of bidder
Name:
Designation:
Address:

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following

matters, namely:-

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

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

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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.

"PRICE-BID" PerformaTender No. **RSMM/ SBU&PC-LS/H&I(LS)/Cont-02 /2026-27 Dated 29.04.2026**

SUB: -“Hiring of 1 Nos. of Explosive Van at Limestone Unit Gotan (model year of explosive van 2023 and later with minimum 1.7 ton carrying capacity)”

Name of Firm _____

S.No.	Particulars	Rate per month in Rs (In Words) (In Figures) (Exclusive of GST)
1.	“Hiring of 1 Nos. of Explosive Van at Limestone Unit Gotan (model year of explosive van 2023 and later with minimum 1.7 ton carrying capacity)	

Note:

- i. All incidental or contingent works required for performance of work as above shall be done by the Firm at its cost & expense and it would not qualify for extra payment.
- ii. The rate quoted by bidder shall be firm and fixed and no escalation will be provided on any ground.
- iii. The rates quoted by the firm 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. the rate shall be firm and fixed during the contract period.

Signature of Firm(s) Prop/representative.
With the seal