



RAJASTHAN STATE MINES & MINERALS LIMITED
(A Government of Rajasthan Enterprise)

**TENDER DOCUMENT
FOR**

**Tender for Comprehensive Annual Maintenance Contract (CAMC)
for the Optical Fibre Cable (OFC) Network at Jhamarkotra for a
Period of One Year**

Tender No. RSMM/Phos/MIS/01/2025-26

Dated: 20/12/2025

**Issued by
Manager (MIS),
Jhamarkotra Mines,
RSMML, Udaipur**

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

**Place of Sale of Tender : Office of Manager (F&A), Marketing,
Corporate Office, Udaipur or downloaded
from website.**

Date of Sale of Tender : From 20/12/2025 to 14/01/2026 3.00 pm

Last Date of Receipt of Tender: 13/01/2026 up-to 3.00 pm

Date of Opening of Techno-commercial Part: 13/01/2026 at 3.30 pm

Registered Office:

C-89 Jan path Lal Kothi Scheme, Jaipur -302 015
Phone:0141-2743734
Fax : 0141-2743735

Corporate Office:

4, Meera Marg, Udaipur - 313 001
Phone :(0294)2428743,2414396,
Fax :0294- 2428768,2428739

SBU & PC - Rock Phosphate,

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

SBU & PC Rock phosphate, Jhamarkotra, P.O. Jhamarkotra - 313 015,
Via & Distt. - Udaipur (Raj.)

Phone: (0294) 2348081-85, Fax(0294) 2348084 Telegram: RAJMINES

Ref. no :-RSM/Phos/MIS/01/2025-26

Dated: 20-12-2025

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Jhamarkotra Mines, Udaipur from reputed contractors:-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
Tender for Comprehensive Annual Maintenance Contract (CAMC) for the Optical Fibre Cable (OFC) Network at Jhamarkotra for a Period of One Year	2.46 Lakh	1 Year	4920/-
Cost of tender document is Rs.590/- (inclusive of GST), payable in cash/by D.D. in favor of "RSMM Ltd, Jhamarkotra Mines"			
Period & place of sale of documents: (In case downloaded from website, tender fee is essential to be deposited with the Techno - Commercial offer)	From 20-12-2025 to 14/01/2026 up to 3:00 pm, from Sr Manager (F&A), Marketing, Corporate Office, Udaipur or download from our website www.rsmm.com or www.sppp.rajasthan.gov.in		
Last Date & Time of Submission of offer	Dated 14/01/2026 up to 3.00 pm at Marketing, Corporate Office, Udaipur		
Date of opening of Techno Commercial offer	Dated 14/01/2026 at 3.30 pm at Marketing, Corporate Office, Udaipur		

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

1. The tenderer should have minimum turnover of Rs 1.23 Lakh in any one of the immediate preceding four financial years i.e. 2021-22, 2022-23 2023-24 and 2024-25 in tenderers name.
2. The Tenderer should have successfully executed at least one similar nature work in any one of the immediate preceding four financial years i.e. 2021-22, 2022-23 2023-24 and 2024-25 in tenderer's name.

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

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.

However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company/Society shall only be considered.

The tenderer who has earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions shall not be eligible to participate in this tender.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

Manager (MIS)

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

SECTION - I

DEFINITIONS

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

- 1.1 “**RSMML**” or “**COMPANY**” shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 “**Contractor**” shall mean the person or persons, firm or company, who’s tender, has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 ‘**Statutory obligations(s)**’ would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 “**Approved**” shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 “**Appointing Authority**” wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 “**Managing Director**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 “**Contract**” shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 “**Contract Rate**” or “**Schedule Rate**” or “**Tendered Rates**” or “**Rate of remuneration**” means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 “**Detailed Specifications**” shall mean the specifications for materials and works as specified in tender or as implied/added to or superseded by the special conditions.
- 1.10 “**Engineer-in-Charge**” shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.

- 1.11 “**Group General Manager (Phos)**” shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.12 “**Agent**” shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.13 “**Mines Manager**” shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.14 “**Letter of acceptance**” (LOA)/ “**detailed letter of Acceptance**” (DLOA) shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.15 “**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.
- 1.16 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.17 “**Tender**” shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.

SECTION – II

Instructions to the Tenderer & General Conditions

1.0 SUBMISSION OF OFFERS

- 1.1 Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.
- 1.2 Both the envelopes should be kept in a sealed envelope addressed to Sr. Manager (F&A), Marketing, Corporate Office, RSMML, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/price bid, address of contractor, telephone number etc. is to be written on the top of each envelope for clarity.
- 1.3 The sealed offers should be submitted in the office of the Sr. Manager (F&A), Marketing, Corporate Office, RSMML, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

2.0 TECHNO COMMERCIAL OFFER: -

Following documents to be furnished along with Part I of the offer

- (a) Form 'A' with General information about the tenderer
- (b) Form 'B' Duly filled Attested Copy of Balance Sheets and Profit & Loss Account in support of turnover.
- (c) Power of Attorney in favor of the authorized representative signing the tender documents.
- (d) Attested certificate for incorporation/memorandum & article of association/partnership deed etc.
- (e) Copy of PAN & GST registration Number.
- (f) Undertaking of affidavit as per annexure- E & F & declaration as per Form C and Annexure B of tender document.

3.0 PRICE OFFER

The tenderers are required to furnish their 'price bid' in the prescribed "Price" format. The rates quoted by the tenderer shall be inclusive of all applicable taxes & duties except GST.

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. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer. 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.

4.0 VALIDITY OF OFFERS

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

5.0 EARNEST MONEY DEPOSIT

- 5.1 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker's Cheque in favour of "Rajasthan State Mines and Minerals Ltd." payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.
- 5.2 The Earnest Money Deposit shall not bear any interest.
- 5.3 The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.
- 5.4 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR's etc.
- 5.5 The Earnest Money Deposit shall be forfeited in the following cases:
 - i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
 - ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
 - iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
 - iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
 - v.) If the tenderer does not commence the work within the stipulate period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

6.0 SECURITY DEPOSIT

- 6.1 The successful tenderer shall furnish a Security Deposit of 10 % of 'Total Contract Value' to be ascertained on the basis of the contract rate of remuneration payable to the contractor and tendered quantity for the total period of the contract in following manner:
 - i.) The successful tenderer shall furnish Security Deposit @ 10% of Total contract value through Demand Draft in favour of RSMML, Udaipur / Bank Guarantee, within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a PSU bank (except SBI) /ICICI/Axis/HDFC Bank having its branch at Udaipur on non-judicial

stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/-or on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period (if any), plus defect liability period, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.

- ii.) The successful tenderer may also opt to furnish SD by Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from any public sector bank (except SBI) /ICICI/Axis/HDFC Bank having its Branch office at Udaipur. FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.
- iii.) The successful tenderer at the time of signing of the contract agreement, may submit an option for deduction of security from his each running @ 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.

- 6.2 The entire Security Deposit shall be refunded after the expiry of defect liability period, provided the Contractor has fulfilled all contractual obligation and rendered "No claim and No Dues Certificate" to the Company.
- 6.3 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.
- 6.4 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 6.5 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.

- 6.6 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 6.7 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.
- 6.8 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.
- 6.9 No interest is payable on S.D. amount.

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

7.0 ADDITIONAL PERFORMANCE SECURITY. -

- (1) In addition to Performance Security as specified in rule 75 of RTTP 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 lumpsum 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.

8.0 **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.

- 8.1 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.
- 8.2 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.

9.0 **AWARD OF THE CONTRACT:**

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

10.0 **RATES & TAX DEDUCTION AT SOURCE:**

- 10.1.1 The rate quoted by the bidder will be exclusive of Goods & Service Tax (GST). However, the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bid).
- 10.1.2 The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- 10.1.3 Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy where credit is not available to RSMML then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 10.1.4 In case of reversal of Input Tax Credit (ITC) and imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMML is free to deduct/recover/ retain such amount from the bills of contractor or any other amount due to him/ or from Security deposit, as the case may be.
- 10.1.5 RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable, subject to the furnishing of documentary proof.

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

11.0 RIGHTS OF COMPANY

The Company reserves the right -

- i) To accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv) Not to carry out any part of work.
- v) To reject the offer, if it is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

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.

12.0 RIGHT TO REVIEW PERFORMANCE.

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

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

13.0 TERMINATION OF THE CONTRACT

13.1 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc. caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.

13.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

13.3 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

14.0 LEGAL & STATUTORY OBLIGATIONS:

14.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.

14.2 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.

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

15.0 OTHER RESPONSIBILITIES OF CONTRACTOR

15.1 The contractor alone shall be responsible for providing all tools, tackles, implements etc. required for accomplishment of work.

15.2 The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.

15.3 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation

15.4 The contractor shall have to arrange for lighting etc. for carrying out the work as required herein.

15.5 Safety & discipline of the labour/ workers staff employed by him

15.6 The company shall not in any manner be responsible for any or part of the above litigations of the contractor, if any expenditure incurred by the company on the above items, that will be recovered from the contractor's bills/security deposits.

16.0 CRITERIA FOR DECIDING L-1 BIDDER

2.1 The tenderer whose quoted rates are resulting into the lowest financial outgo for the company will be considered as L-1 bidder.

17.0 COMPENSATION

For Delay in completion in services:

In case the Contractor fails to complete the total job within stipulated / extended period as given by the Engineer In charge, and is established that the delay is on account of contractor's lapses, the company shall recover a pre-determined and agreed compensation @ 1% (one percent) of total value of contract on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value.

18.0 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-fulfilment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

19.0 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 within a period of ten days from the date of such decision or action, omission as the case may be clearly given the specific ground on which he feel aggrieved on the form no.1 (see rule 83) – Memorandum of Appeal under the Rajasthan Transparency in public procurement Act – 2012 with prescribed fees.

20.0 DISPUTE & JURISDICTION

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

21.0 UNDERTAKING

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

For & behalf of the tenderer as token of acceptance of tender.

Signature of tenderer with name& address.

SECTION III

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work

1.1 Optical Fibre Cable (OFC) Replacement

1.1.1 The contractor shall be responsible for the replacement of damaged Optical Fibre Cable (OFC) — both 6 Core and 12 Core — arising due to any reason including accidental cuts, environmental damage, or deterioration.

1.1.2 The replacement shall be carried out as and when required by RSMML with a total permissible limit of up to 2 kilometres during the entire contract period.

1.1.3 The replacement activity shall include all associated works such as excavation, laying, splicing, termination, testing, and complete restoration of connectivity.

1.1.4 The contractor shall supply all required consumables, connectors, and protection materials at no extra cost.

1.2 Network Maintenance: The maintenance scope shall cover the entire Optical Fibre Cable network and associated components. The activities include but are not limited to:

1.2.1 Preventive and corrective maintenance of OFC routes and network points.

1.2.2 Joint Box maintenance/replacement including re-splicing and resealing where necessary.

1.2.3 Splicing and testing of fibres using standard fusion splicing techniques.

1.2.4 Patch Cord replacement and checking of OFC connectivity at termination points.

1.2.5 Periodic Testing using Optical Time Domain Reflectometer (OTDR) for link loss measurement.

1.2.6 Provision of necessary labour, tools, and equipment to perform maintenance and testing.

1.2.7 Attending to faults and restoration within 48 hours of reporting.

1.3 Technical requirement:

1.3.1 The bidder shall have **experience** for Optical Fibre Splicing and Testing.

1.3.2 The bidder must possess or have access to the following testing and maintenance equipment:

1.3.2.1 Fusion Splicing Machine

1.3.2.2 OTDR (Optical Time Domain Reflectometer)

1.3.2.3 Power Meter & Light Source

1.3.2.4 Optical Tool Kit with Cleaver, Stripper, etc.

1.3.3 The bidder should have **valid GST registration and PAN number**.

1.3.4 The bidder shall have a **local service setup or representative office** within Rajasthan to ensure timely maintenance support.

1.3.5 Minimum Material Specifications

Item Description	Specification / Standard	Remarks
Optical Fibre Cable (OFC)	6 Core / 12 Core Armoured, Single Mode (G.652D or higher), UV resistant HDPE sheathed	As per ITU-T G.652D or equivalent
Joint Enclosure / Joint Box	Thermoplastic / FRP, weatherproof, IP68 rated, capable of holding required splice trays	Reusable type preferred
Splicing Loss	≤ 0.05 dB per splice	Measured using OTDR
Connector / Patch Cord	SC/LC type, Single Mode, 9/125 μm	Factory-polished, low-loss
Testing Equipment	OTDR with 1310/1550 nm, Power Meter, Light Source	Calibration certificate required
Laying Method	As per Telecom standards — underground trench or HDPE duct as applicable	Proper route marking required

1.4 Performance & Penalty

1.4.1 Attending to faults and restoration within 48 hours of reporting .

1.4.2 Penalty may be levied for downtime beyond the permissible limit at the rate specified in the tender terms.

1.4.3 Non-performance or repeated failure to attend faults in time may lead to termination of contract.

1.5 **PERIOD OF CONTRACT :** Comprehensive Annual Maintenance Contract (CAMC) for the Optical Fibre Cable (OFC) Network at Jhamarkotra for a Period of One Year. The period can be extended for a period of one year at the sole discretion of RSMML.

2 PAYMENT TERMS AND CONDITIONS:

- 2.1 No payment in advance shall be considered.
- 2.2 Payment will be made on quarterly basis after satisfactory services certified by Engineer-in-charge. No extra charges will be paid for attending the complaint.
- 2.3 The repairing/etc. should be done as per schedule, failing which RSMML reserves the right to get any other authorized party to service the machine and the cost if any in such cases will be recovered from the payable amount or from the EMD/ Security deposit of the bidder.
- 2.4 The rate shall remain firm during the contract period and no escalation is payable on any account.
- 2.5 No extra/separate payment or charges shall be paid on account of any reason.
- 2.6 The company reserves the right to recover/ enforce recovery of any excess payments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such over-payment and irrespective of the facts whether such disputed claim of the contractor are the subject matter of arbitration or not. The amount of such over-payments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over-payment on demand.
- 2.7 Amount payable/ recoverable for any subsequent change in the duties, taxes, Goods & Service Tax and other levies payable by the contractor under the contract will be made to/from the contractors after departmental verification of such changes of tax law issued by statutory authority.
- 2.8 No mobilisation advance shall be paid to the contractor.

Signature of the tenderer

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD.
(A Government of Rajasthan Enterprise)
Jhamarkotra Mines

General Information about the Tenderer

Name and address of Tenderer				
Name of Contact Person with Phone/Fax No./E-Mail				
Whether Individual, Firm or Company				
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)				
Name of Partners/Directors				
Turnover (in Rupees)	21-22	22-23	23-24	24-25
Name & Address s of Banker(s)				
PAN No,				
GST Registration No.				
PF Account number				
If tenderer is in any other business also Please specify				
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate (If Yes; Please mention registration no. & enclose certificate copy)				
Bank details for RTGS 1. Complete Bank Account No. 2. IFSC/NEFT code of Branch 3. Name of Bank & Branch				
Others (specify)				

(Signature of Tenderer with seal)

TECHNO COMMERCIAL OFFER

Form 'B'

1. PRE-QUALIFYING CRITERIA– Turnover

Financial Year	Details of Turnover
2021-22	
2022-23	
2023-24	
2024-25	

Note:

1. Attested copy of CA certified Balance Sheets of any of above three financial years.)

Signature of Contractor with seal

2. PRE-QUALIFYING CRITERIA–Experience of Similar Nature Work*

S. No.	Name of work executed	Name of organization where work was awarded	Amount of work executed
2021-22			
2022-23			
2023-24			
2024-25			

Note:

1. Attested copy of referred LOA/ work order is to be enclosed.
2. Attested copy of completion certificate is to be enclosed.

Signature with name & seal

Date

Place

DECLARATION

(On the letter head of the tenderer firm)

I/We have not enclosed any additional condition and or deviations from the tender conditions alongwith "Price Bid".

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

Signature with name & seal

Date
Place

PRICE OFFER - (PART-II)
(To be enclosed in separate envelope)

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

NIT No. : RSM/Phos/MIS/01/2025-26

Dated: 20-12-2025

Name of Contractor :

S. N.	Particulars of work	Unit	Qty.	Rate	Amount	Remarks
1	Comprehensive Annual Maintenance of existing OFC network, including preventive and corrective maintenance, testing, and reporting	Job / Year	1			Inclusive of manpower, testing, and routine maintenance etc.
2	Replacement of damaged Optical Fibre Cable (6 Core, Armoured, G.652D or higher) including excavation, laying, jointing, splicing, and testing	Meter	N/A			As and when required during contract period (over and above
3	Replacement of damaged Optical Fibre Cable (12 Core, Armoured, G.652D or higher) including excavation, laying, jointing, splicing, and testing	Meter	N/A			As and when required during contract period (over and above

Terms & Conditions:

- i) 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 works etc.
- ii) No price escalation shall be applicable on this contract on any ground.
- iii) All incidental or contingent works required for performance of work as above shall be done by tenderer at its cost & expense and it would not qualify for extra payment.
- iv) In case the price bid found in any other format/ or modification, the same is liable to be rejected and will not be considered for evaluation.

(Authorized Signatory)

Name of the designation/ Relationship of the
authorized Signatory with the tenderer

Date
Place

CHECK LIST

The tender is to be submitted in two parts i.e. Part “A” Techno commercial bid & Part “B” Price Bid. Both the envelopes shall be separately sealed & marked. Further both the sealed envelopes shall be sealed & submitted in a separate envelope on or before the due date of opening.

The tenders (respective part) should contain the following:

Part “A” Techno commercial bid

1. The requisite Tender Document Fee and the Earnest Money in form of Demand Drafts.
2. One set of tender documents along with conditions of the contract with all the forms duly filled (*except price offer form*), and each page duly signed and stamped as token of acceptance of terms & conditions.
3. All the requisite information as per Form ‘A’ & Form ‘B’. Additional sheets can be attached but the format should remain the same.
4. The declaration as per Form ‘C’ on the official letter head of the tenderer / firm.
5. Attested copy of CA certified Balance Sheets and Profit & Loss Account in support of turnover.
6. Attested copy of LOA/work orders along with completion Certificates in support of experience for execution of similar work.
7. Complete set of documents as per clause 2.0 of section II.

Part “B” Price Bid

1. Price Bid duly signed on each page & all the columns filled up in figures as well as words.

General

Both the bids shall be appropriately marked & sealed in independent envelopes. The two envelopes will be further sealed in another envelope and the same will be deposited on or before the due date & time at the following address:

Sr Manager (F&A)
Marketing, Corporate Office
Rajasthan State Mines & Minerals Limited
4, Meera Marg Udaipur,
Rajasthan

Compliance with the Code of integrity and No conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Place

Signature of bidder

Name:

Designation:

Address:

Annexure-C

The designation and address of the First Appellate Authority is –

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

The designation and address of the Second Appellate Authority is –

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -

- (a) determination of need of procurement;
- (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

P

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

AFFADAVIT

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

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

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

Deponent
(Authorized Signatory)

VERIFICATION

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

Deponent
(Authorized Signatory)

AFFADAVIT

(On non judicial stamp paper worth Rs50/-)

Tender No.

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.
- 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 condition/s found, those would be ignored at the risk & cost of us.
- 5) That we are registered under MSMED Act & registration number of the firm is..... (Copy enclosed) or that we are not registered under MSMED Act.
- 6) I hereby declare that we (are *not* / *are*) registered under GST & GST @.....% shall be applicable on this work if awarded to me as per applicable rules of GST.
- 7) 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.
- 8) 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.

Signature of Tenderer(s)
With Seal

Date: -----

Place: -----

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G. _____ Dated _____

Contact details of BG issuing Banker:

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

Contact details of Banker's local branch at Udaipur:

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

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

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

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

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ Against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/Purchase Order/Rate Contract. The decision of the Company,

as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

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

(specify the name & address)
under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall be deemed to be sufficient demand under this guarantee.
5. We, _____ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said letter/Purchase Order/ or to extend time of performance by the said supplier/RC from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC and to forbear or enforce any of the terms and conditions

Relating to the Purchase Order/and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any for ebearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the supplier/RC or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or otherwise 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/supplier/RC holder and this guarantee shall be in addition to any such guarantees.
8. We, _____ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.
10. For the purpose of enforcing legal rights in respect of this guarantee only Udaipur courts in the state of Rajasthan alone shall have jurisdiction, exclusively.

IN WITNESSETHI, 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
_____. Execute date _____ this the _____ day of
_____ 2025.

Annexure-H**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.	DhanLaxmi Bank Limited
7.	Federal Bank Limited
8.	HDFC Bank Limited
9.	ICICI Bank Limited
10.	IndusInd Bank Limited
11.	IDFCFIRST Bank Limited
12.	Jammu & Kashmir Bank Limited
13.	Karnataka Bank Limited
14.	KarurVysya Bank Limited
15.	Kotak Mahindra Bank Limited
16.	Nainital Bank Limited
17.	RBL Bank Limited
18.	South Indian Bank Limited
19.	Tamilnadu Mercantile Bank Limited
20.	YES Bank Limited
21.	IDBI Bank Limited
22.	AU Small Finance Bank

Format of Undertaking

(on non-judicial stamp paper of appropriate value)

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

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

Place: Date:

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