



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

**E-Tender document for
“Empanelment of Consultancy Agency for Providing Technical Assistance in terms of
providing Strategic Consultancy services for detailed study of future prospects and
business plans”**

E-tender No.- RSMML/CO/PROJ/2024-25/482 Dated 14.02.2025

Issued by:

Group General Manager (Projects),
Corporate Office, RSMML, Udaipur 313001
Phone: 0294 - 2428743, 2428764-67, Fax: 0294 - 2428739
E-Mail: project.rsmml@rajasthan.gov.in
Web Site: www.rsmm.com

Date of downloading of TENDER: From 14-02-2025 to 10-03-2025 up to 1:00 PM

**Pre-Bid Meeting Date & Time : On 25-02-2025 at 11:00 AM at RSMML's
Corporate Office, Udaipur, Rajasthan -313001**

Last Date of Submission of TENDER : 10-03-2025 up to 3:00PM

Date of Opening of TENDER: 11-03-2025 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 -313001
Phone: (0294) 2428763-67,
Fax: (0294) 2428768, 2428739

DISCLAIMER

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Email: project.rsmml@rajasthan.gov.in

Ref. no :- RSMM/CO/PROJ/2024-25/482

Dated 14.02.2025

e-DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Estimated Contract Value	Bid security / EMD (Rs.)
Empanelment of Consultancy Agency for Providing Technical Assistance in terms of providing Strategic Consultancy services for detailed study of future prospects and business plan.	125.00 Lac	2.50 Lac
Period of Contract	18 months	
Cost of tender document is Rs. 4720/- (inclusive of GST) is payable in cash or by D.D. in favour of RSMM Ltd., Udaipur.		
Processing Fee	Rs.2500/- payable by D.D. in favour of MD, RISL payable at Jaipur.	
Period of downloading of documents	From 14-02-2025 to 10-03-2025 up to 1.00 P.M.	
Date & time of Pre bid Meeting	on 25-02-2025 at 11:00 AM at RSMML, Corporate office, Udaipur	
Last date & Time of online Submission of Offer	Dated 10-03-2025 up to 3.00 CO PM.	
Date of opening of opening of techno Commercial Offer	Dated 11-03-2025 up to 3.30 PM. at C.O., Udaipur.	

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

- i) Bidder should have minimum turnover of Rs. 62.50 Lac in any of the last three financial years i.e. 2021-22, 2022-23 and 2023-24.
- ii) Renowned Tier-1 Strategy Consultancy firm empanelled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc. (NICSI) as Tier-1 consultants) can only participate.

Only those who fulfill these eligibility criteria will qualify for further evaluation. The Authority reserves the right to verify/evaluate the claims made by the Bidder independently.

- iii) To be eligible, advisory or consulting projects within the past 7 years must have professional fees (before taxes and excluding IT implementation, Audit and

compliance) of at least Rs. 62.50 Lac per project, whether in India or abroad. Project fees will be evaluated based on a 12-month pro-rated amount.

Self-Certified Documentary Evidence to be submitted in support of Eligibility

To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit a copy of the contract / work orders indicating the details of the assignment, client, value of assignment / proportionate value in use of projects / assignment in progress and year of award. The Managing Director or equivalent authorized signatory of the bidder shall self-certify the projects if the firm has done assignments based on Non-Disclosure Agreements and cannot share the contract / work-order. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.

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

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

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

Tenderer(es) who have been banned/ suspended by the company or any government organization/department shall not be eligible to participate in this tender/ during the currency of suspension/banning period.

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

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 any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted.

Group General Manager (Project)

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

SECTION- I

1.1 Background

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

1.2 Purpose of Tender

- (i) RSMML is inviting open e tender for extending opportunity to various consultancy firms for Empanelment of Consultancy Agency for Providing Technical Assistance in terms of providing Strategic Consultancy services for detailed study of future prospects and business plans.
- (ii) This Document is for short listing suitable qualified consulting agencies (Consultant) and empanelling of Consultant.
- (iii) Interested agencies are advised to study this document carefully before submitting their proposals in response to the Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- (iv) The complete Proposal should be submitted on or before the Proposal Due Date as specified in Proposal Data Sheet in the tender document. Company shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

1.3 Online Tender to be furnished.

- i) Tender is to be submitted online at <https://eproc.rajasthan.gov.in>, in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.
- ii) The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors"," information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.
- iii) The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document , e-Tendering processing fee & EMD and the same shall be reached to the office of undersigned on

or before the time specified for opening of techno-commercial part of tender.

- iv) 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.

1.4 Prequalification Criterion / Eligibility Criteria

As per DNIT

1.5 Bid Security:

The Bid security for participation in the Tender is as per DNIT shall be provided in the form of Demand Draft drawn (Crossed and having validity of three month) in favour of RSMML and drawn on any bank at Udaipur. Original DD of Bid security shall be deposited by the bidder on or before the last date of online submission of tender along with other documents, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the bidder.

The Bid security of the bidder whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the bidder who are technically successful but not awarded the work shall be refunded after issuance of LOA to successful bidder. The Bid security deposited by the successful bidder will be refunded after submission of SD, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to commence the work within stipulated period.

1.6 Pre bid Meeting: -

RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/queries raised by the bidders on this Tender. The meeting will be held at **RSMML, Corporate office, Udaipur on 25-02-2025 at 11:00 AM**. Bidders are also advised to send their queries in advance and addressed to GGM (Project), RSMML, Corporate Office, 04, Meera Marg, Udaipur-313004 so as to reach at least seven (7) days before the scheduled date of the pre-bid meeting. Bidders are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the Bidders are requested to confirm their participation.

1.7 Last date for submission of offer: -

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

1.8 SCOPE OF RSMML:

The work under the contract shall be monitored and executed under the overall supervision of RSMML.

1.9 Time Schedule

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in>,
The time schedule for bid process is as follows:

Issue of Tender document	14-02-2025
Date & time of Pre bid Meeting	on 25-02-2025 at 11:00 AM at RSMML, Corporate office, Udaipur
Last Date & Time for online submission of Bid	10-03-2025 upto 3:00 pm
Place of Physical Submission of Tender document fee, processing fees & Bid security	Office of the GGM (Project) Corporate Office, RSMML 4, Meera Marg, Udaipur ó 313 004
Place of Opening of Bids	Office of the GGM (Project) Corporate Office, RSMML 4, Meera Marg, Udaipur ó 313 004
Date & Time of Opening of Part-I	11-03-2025 at 3:30pm
Date, Time & Place of Opening of Financial Bids	To be notified later to the eligible bidders
Address for further query	GGM (Project) Corporate Office, RSMML 4, Meera Marg, Udaipur ó 313 004 Email: project.rsmml@rajasthan.gov.in Website: www.rsmm.com

SECTION-II

DEFINITION AND DECLARATION BY THE BIDDER

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

- 2.1.1 “Accredited representative of Bidder”** means a person duly authorized by the bidder to receive information and instructions from the company for the project.
- 2.1.2 “Appointing Authority”** shall mean the Managing Director of the company.
- 2.1.3 “Agreement”** shall mean the Agreement signed between the RSMML and the selected bidder for the contract.
- 2.1.4 “Alteration/ Variation Order/ Amendments”** means, any order/ amendments issued by in writing by Company to the bidder from time to time to effect additions to, or deletions from and/or alteration to work as per Agreement.
- 2.1.5 “Approved”** shall mean approved in writing by the Company or any other officer so designated by the Company.
- 2.1.6 “Bidder”** shall mean an entity, whose bid has been received by the Company and shall include his/its/their legal representatives, administrations, successors, and executors.
- 2.1.7 “Detailed Letter of Acceptance (DLOA)”** shall mean intimation by RSMML vide letter/email/ fax to bidder that their bid has been accepted.
- 2.1.8 “DMG”** shall mean Department of Mines & Geology of Rajasthan.
- 2.1.9 “Bid Price”** shall mean an amount quoted by bidder in the price format.
- 2.1.10 Financial advisor F.A** shall mean the FA for corporate office, RSMML or his successor in the office so designated by the Company
- 2.1.11 “ED (Admin)”** shall mean ED (Admin) for corporate office, RSMML or his successor in the office so designated by the Company.
- 2.1.12 Engineer-In-Charge or “Officer-In-Charge”** shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.
- 2.1.13 “Group General Manager”** shall mean Group General Manager/ In-charge of RSMML’s SBU & PC/ departments or his successors in office so designated by the company
- 2.1.14 “GGM (Project)”** shall mean In-charge of Project Division C.O. Udaipur or his successors in office so designated by the company.
- 2.1.15 “Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in office.
- 2.1.16 “Mines”** shall mean Company’s mines located in Rajasthan.
- 2.1.17 RSMML or Company** shall mean "Rajasthan State Mines & Minerals Limited," having its registered office at C-89/90, Jan path, Lal Kothi Scheme Jaipur (Rajasthan) and

Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors and assignees or its representatives authorised to act on its behalf for the purpose of contract.

2.1.18 “Successful Bidder” shall mean the bidder declared successful as a result of the bidding process.

2.1.19 “SBU” shall mean various division of RSMML located at Jaipur, Jodhpur, Bikaner, Jhamarkotra etc.

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

2.2 Declaration by the Bidder

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

2.2.1 We do hereby confirm and declare that we have obtained all relevant and necessary information, data, particulars, working conditions, facilities, availability of surface & Subsurface water, existing industrial environment etc. which are directly or indirectly related to scope of work.

2.2.2 We have assessed and satisfied our self as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the document, type and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.

2.2.3 We have read & hereby accepted our role, responsibility & obligations under the Bid Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.

Signature of Bidder with office seal

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

Date:

Place

SECTION-III

INSTRUCTIONS TO BIDDERS

3.1 Submission of Bids

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

3.2 Instructions to the Tenderer & General Conditions

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

- errors that may be found in the documents.
- vii. The tenderer, at the his own responsibility and cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site and all other factors involved in the proper execution of works. The unit Incharge of work site may be contacted to familiarize with the work including visit to work site.
 - viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.
 - ix. All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

3.3 Tender Procedure

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

3.4 Tender Document Fee

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

3.5 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. 2500./-should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Projects), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 before the date and time of submission.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.

- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- d) Even though the payment particulars are entered in the e-Tender portal, if

The Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

3.6 Part I - “Techno Commercial offer”

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

- 3.6.1** Details of Earnest Money Deposit, tender fee, processing charges
- 3.6.2** Power of Attorney in favour of the authorised representative signing the tender, as required.
- 3.6.3** Copy of PAN card and GST registration certificate along with latest filled GST returns.
- 3.6.4** Attested copy of the CA certified/ Audited Balance Sheet for the Financial Years prescribed in the tender conditions in support of the turnover
- 3.6.5** Letter of submission of bid as per **Form-A**.
- 3.6.6** Details of the bidder in **Form ‘B’**. Proof of status of bidder Company by way of Memorandum & Article of Association/ Registered Partnership deed etc. duly attested by the gazetted officer/ notary public.
- 3.6.7** A declaration that price bid is in the prescribed format and no conditions are mentioned along with it as per **Form-C**.
- 3.6.8** Exceptions & Deviations as per bid conditions in **Form-D**. Exception and deviations made elsewhere in the offer shall be ignored. However, it will be desirable that deviations are avoided as far as possible and rate offer be made based upon terms & conditions of Tender. No exception and deviation or any condition should be mentioned in price bid. The exceptions & Deviations, if mentioned by the bidder shall be accepted/rejected by RSMML at its sole discretion.
- 3.6.9** Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD/ Bid security in **Form-E**.
- 3.6.10** Provident Fund Account Number of establishment and its effective date/ undertaking as per enclosed format **Annexure-II**.
- 3.6.11** Declaration by the Bidder regarding Qualifications in **Annexure-IV**.
- 3.6.12** Complete set of Tender as issued and signed with company seal on each page by the bidder as in token of acceptance of terms and conditions of this bid.
- 3.6.13** All additional supporting documents in support of tender.

3.7 Part II - “Financial Offer”

- 3.7.1** The bidder is required to quote rates for total scope of work on lump-sum basis for executing the work.

- 3.7.2 The rates are to be quoted in Rupees and in the prescribed price bid Proforma available online.
- 3.7.3 While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.
- 3.7.4 The successful bidder will be selected on the basis of the Highest composite score obtained by the bidder/s

3.8 All Pages to be initialed.

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

3.9 Validity

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

3.10 Addenda/Corrigenda

- 3.10.1 Addenda/corrigenda to the bid documents may be issued to clarify documents or to reflect modifications in the design / drawing, specifications, Agreement terms etc.
- 3.10.2 Addenda/corrigenda to these bid documents, if issued by the Company, shall form an integral part of this bid document, and must be signed and submitted along with the bid documents.

3.11 Security Deposit

The successful bidder shall be required to furnish the security deposit in the manner stipulated in bid document.

- 3.11.1 The selected bidders shall furnish a Security Deposit equivalent to 10% of value of contract in form of Bank Guarantee/ Demand Draft in favour of RSMML /Online Transfer or through other option as provided in RTPP Act & Rules in this regard within 30 days from the date of issuance of LOA/DLOA by RSMML.
- 3.11.2 The Bank Guarantee shall be provided only in the approved format of the RSMML as prescribed in the **Annexure I**, from a List of scheduled public banks, private banks and

AU Small Finance Bank having its branch at Udaipur. No amendment in this format shall be acceptable to the Company. The Bank Guarantee shall be valid for the entire Agreement period and/or extended period, if any, 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.

- 3.11.3** The bidders may provide the BG valid for entire contract period plus six months grace period.
- 3.11.4** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company should the bidder, either fail to fulfill the obligations or fail to settle in full, his dues to the Company or non-signing of the agreement within stipulated period.
- 3.11.5** The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the Agreement.
- 3.11.6** In case the Bank Guarantee is invoked for any reason/s, the bidders are required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 3.11.7** In the event of security amount at any time during the currency of the Agreement falling short of the specified amount, the bidders 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.
- 3.11.8** No interest is payable on Security Deposit amount.
- 3.11.9** The Security deposit submitted by the bidder shall be refunded on completion of work after the submission of "No claim and No dues Certificate" to the Company.

3.11.10 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.

3.12 Bidder to Obtain Information by His Own

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

3.13 Opening of the Bid

3.13.1 Opening of Techno Commercial Offer

The envelope containing Part I ó òTechno Commercial Offerö of the offer will be opened on the date as mentioned in time schedule of this document. The authorized representative/s of the bidders is at liberty to be present at the time of the opening of the bid. If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

3.13.2 Opening of Financial Offer

The Bidders obtaining a Technical Score (sum of scores of Technical Bid and Technical Presentation) of minimum 30 shall be considered as technically qualified Bidders and will be eligible for opening of Price Bid i.e. BoQ. The Financial Offer of only such qualified bidders shall be opened on the date & time as decided by RSMML at the office of GGM (Project). The date of opening of financial offer will be communicated to such bidders.

Section –IV
Scope of work and special condition of the work

4

4.1 Background

Rajasthan holds a significant position in India's Mining landscape, contributing 13% to the total mineral production value. The state's diverse mineral reserves, including Limestone, Marble, Gypsum, Lignite, Zinc, and Lead, underscore its importance in the country's industrial ecosystem. Mining activity in Rajasthan is critical by virtue of being the sole producer of several minerals like Zinc, Lead and Gypsum. The sector not only boosts economic output but also provides livelihoods to millions, highlighting its socio-economic significance.

RSMML is a well-entrenched player in Rajasthan's mining industry for decades, with many feathers in its cap viz. handled over 15 MT of minerals during operations, pioneer of rock phosphate mining - meets 68% of India's demand i.e., approx. 1.6 MT pa, leader in gypsum production approx. 0.5 MT annually through its 14 mines, and supplying to key sectors like cement and agriculture, global leader in open-cast mining pioneering use of advanced technologies, and expanded into renewable energy with assets generating 100+ MW via wind, and 5+ MW via solar.

In line with India's vision of Amrit Kaal in 2047, considering the opportunities in the sector globally and in India, and the scope for improving its performance in existing areas, a strategic transformation of the organization is desired by fully exploiting its existing organization potential. For this purpose, a comprehensive multi-year strategy and roadmap for the growth of the organization is required to be developed after a detailed study of the past and current performance, market opportunities, drawing lessons from the sector trends and global best practices. In addition, it is key to outline the role of Department of Minerals & Geology (DMG) to drive the overall regulatory landscape and enable RSMML and the larger industry to grow.

In this context, RSMML, intends to appoint a globally renowned Tier-1 Strategy Consultancy firm empaneled as part of Digital India Program (i.e., registered under NICS as Tier-1 consultants) with a deep appreciation of global minerals/ mining sector and experience of turnarounds and growth advisory.

4.2 SCOPE OF WORK

The assignment is proposed to cover the following phases and workstreams as per below table. Initially the appointed consultant has to execute the requirement of RSMML. However subject to requirement, the appointed consultant may also be required to execute the work for Directorate mines and Geology (DMG).

Brief outline of the work to be executed are provided as under:

Phase 1: Assessment & development of strategies/ options for transformation of RSMML & DMG (06 month)

A. Mapping of starting position i.e., base lining and benchmarking

- B. Short-term strategy for immediate improvements
- C. Detailed assessment for creation of action-oriented transformation roadmap
- D. Development of strategic options & transformation roadmap
- E: Special condition of work as per clause no. 4.3

Phase 2: Assisting in implementation of selected options/ strategy (12 months)

Phasing of work stream

Phase months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Phase 1-A																		
Phase 1B																		
Phase 1C																		
Phase 1 D																		
Phase 2																		

Details of the key work streams

Phase 1A: Mapping of starting position i.e., base lining and benchmarking

RSMML

- i) Understand the historical and existing context of RSMML operations across dimensions:
 - a. Scope & mandate of the organization, and the legal and regulatory framework under which the organization is operating
 - b. Financial performance - historical (previous 5 years and current FY)
 - c. Current plans and priorities - Management objectives, growth targets and positions, ideally distilled into existing actionable objectives (revenue targets, geographical presence, others, etc.)
- ii) Assessment of the organization
 - a. Assessment of the mining rights and allocations, production capacities, past and current segment-wise operational performance.
 - b. Regulatory and legal challenges faced by the organization in particular and the mining and minerals sector in general.
 - c. Assessment of production and pricing priorities e.g., under-production and suboptimal pricing strategy
 - d. Assessment of operational, financial, organizational and regulatory risks, concerns and challenges before the organization.
- iii) Interviews and discussions with key internal stakeholders to understand the existing context and to seek feedback on the key areas for development going forward.
- iv) Benchmark global and Indian examples of other metal & mining players across these parameters to identify key areas of improvement.

DMG

- i) The consultant shall work for DMG for Map current state of Rajasthan's mining & mineral industry (e.g., production capacities allocations, outputs, strength &

- challenges) in context of the State's aspiration to triple mining revenues by 2029-30 and reaching INR 1 lakh crore revenue by 2046-47.
- ii) Assess current context of DMG across:
 - Financial Position: Inflows & outflows, royalty collection target vs. actuals
 - Organization & Governance: Organization & key governance structures
 - Regulations & Processes: Bottlenecks in key processes including, but not limited to, resource mapping, royalty estimation / collection, compliance monitoring etc.
 - * Digital Systems: Landscape of systems used to assist governance (e.g., auction of mineral blocks, post-auction-facilitation, revenue management etc.)
 - iii) Benchmark & derive learnings from regulators from other Indian States and / or countries across areas including, but not limited to - scope & mandate, organization, governance, technology use, financial management, ESG and sustainability standards, etc.

Phase 1B: Short-term strategy for immediate improvements

- i) Develop a very short-term strategy to make quick small gains through operational improvements in RSMML & DMG that don't need an overhaul, but which can be achieved through a short timeframe, existing resources and current processes with limited changes.
- ii) On acceptance of this strategy by RSMML & DMG, the Consultant shall assist in implementation of this short-term strategy immediately in parallel to other workstreams.

Phase 1C: Detailed assessment for creation of action-oriented transformation roadmap

RSMML

- i) Assessment of market, competition and customers
 - a. Assessment of revenue and market, pricing, key customers, market share and competitive position, growth drivers, strengths and weaknesses.
- ii) Market and opportunity assessment
 - a. Assessment of Mega trends and overall industry headwinds faced by the organization in particular and mining and minerals sector in general.
 - b. Global and national mineral sector assessment in terms of sector size, growth, key products, players and competitive positions.
 - c. Identification and assessment of opportunities before the organization
 - d. Evaluating all options basis É
 - (i) current available business lines (current projects, new projects) taking into consideration all challenges (i.e. life of the mine, stripping ratio, production and pricing strategies, vendor and contract management, improvement of operational and financial performance), and
 - (ii) evaluating options/opportunities for further forward integration /value added expansion across the value chain, and
 - (iii) any other opportunities that may be deemed necessary for evaluation including due to the unique position of RSMML as a Govt. undertaking.

DMG

The consultant shall work for DMG for Develop recommendations across the themes outlined in Rajasthan Mineral Policy, 2024:

- i) Mineral Management:
 - a. Identify minerals where Rajasthan should look to drive investments and capacity
 - b. Provide recommendations (e.g., regulatory changes, technology use, institutional mechanisms) to address challenges faced by investors, boost compliance, reduce leakages and enhance Rajasthan's positioning beyond raw material supply towards higher in-State value addition
- ii) Restructuring & Strengthening of DMG
 - a. Draft a blueprint to enable DMG with best-in-class capabilities and infrastructure
 - b. Identify digital interventions to support DMG personnel and relevant stakeholders
- iii) Leveraging Technology
 - a. Formulate plan to drive adoption of cutting edge technologies across the mineral value chain to ensure efficient and sustainable mining and mineral processing.
 - b. Develop a roadmap to move towards faceless governance to manage mining data and ensure transparency
- iv) ESG and Sustainable Mining
 - a. Design strategic guidelines and incentives for encouraging zero-waste mining and fostering innovative waste management practices
- v) Strategic and Critical Minerals
 - a. Devise strategies to establish Rajasthan as a key player in the global supply chain of strategic and critical minerals
- vi) Petroleum and Natural Gas
 - a. Draft a blueprint of promoting efficient and sustainable exploration, development and management of the State's petroleum and natural gas reserves.

- vii) Skill Upgradation and Community Engagement
 - a. Identify pathways to promote collaboration between industry and educational institutions to create employment opportunities in mining sector

Phase 1D: Development of strategic options & transformation roadmap

RSMML

- a) Based on the above assessments, discussions with management and key stakeholders:
 - i. Articulate strategic long-term vision for the organization
 - ii. Formulate objectives for the organization over the short (1-3 years) and medium term (3-5 years) in quantifiable terms.
 - iii. Building 3-tiered roadmap for tapping opportunities -
 - * Short term (1-3 years)
 - * Medium term (3-5 years)
 - * Long term (5+ years)
 - iv. Under each of above categories, develop convincing strategic options in terms of what the option entails, growth path the organization will take, resources required

- to be employed, restructuring implications, timeline and rewards and benefits under each option.
- v. The implications of each option should be articulated in strategic and in value (financial/quantitative) terms.
 - vi. The effort, challenges, disruptions and risks involved under each option must also be brought out.
- b) Clear criteria for evaluation of the strategic options must be developed.
 - i. The criteria should be discussed with the management before finalization.
 - ii. The criteria should be comprehensive, such as strategic fit, investment requirements, returns and value creation, market cap implications, competition and market impact, organizational capability and so on.
 - iii. The criteria should be employed to conduct a detailed evaluation of each option and recommending the best option.
 - c) The option chosen after approval of the organization will need to be detailed further.
 - d) The consultant shall prepare a detailed roadmap for implementing the chosen strategic growth option in terms of investments, operational turnaround strategies, on investment, human resource component, vendor management, financial performance and valuation strategies and implementation roadmap with timelines.
 - e) The Consultant shall also identify key enablers to be set in place to succeed on given strategic options (i.e. investment, capacity building, training, organization enablers, digital and analytics etc.) with tentative timeline specified above.
 - f) If partners are deemed necessary as part of implementing any specific roadmap/strategy, then identifying the right partners, nature of relationship, key engagement and negotiation points, risks and mitigations thereof.
 - g) Exploring tie up with renowned institutions for capacity building, as may be required.
 - h) It is desirable that the plans/strategies proposed by the Consultant are backed by market analysis, operational and internal gap analysis, capex analysis, cash flow analysis, and every such other data/information that shall be required to vet such plans/strategies independently by the organization.
 - i) The Consultants' work should be multidimensional, identifying the specific growth levers available to the organization. The Scope of Work of Consultant pertaining to opportunity assessment will have to be diverse and all-inclusive so as to ensure that no dimension for growth remains un-assessed. The plans/strategies proposed by the consultant should be such that these quantifiable end objectives can be met.

DMG

- I. The consultant shall work for DMG for Develop a strategic roadmap for long-term comprehensive overhaul of the department to increase Rajasthan's mining & mineral output and address the objectives outlined in the Rajasthan Mineral Policy, 2024.
- II. Define a strategic roadmap for digital transformation of the department including a target-state digital landscape with high-level business requirements, wherever applicable.
- III. Define process recommendations to improve facilitation of the industry, drive new investors in the sectors, improve compliance, reduce leakage, and overall improve traceability of mining operations in the state

Phase 2: Assisting RSMML in implementation of selected options/ strategy.

RSMML

- i. Based on Options/strategic roadmap developed, evaluated and recommended by the Consultant for the organization under Phase 1 of the engagement, RSMML may choose the option suitable to it and have it approved by management, and/ or government levels.
- ii. The Consultant shall also assist in preparation of brief summaries/ strategy decks for chosen strategic roadmap for getting its approvals by management, and/ or government levels.
- iii. Post the approval of the selected option, the Consultant shall carry out Phase 2 of the engagement for assisting in the implementation of the selected option/strategic roadmap chosen by RSMML.
- iv. The Consultant shall assist RSMML for implementation of the strategic roadmap after approval of RSMML in terms of detailing the strategy, preparing the documentation and reports required, detailed assessment of the growth opportunities and hand holding in terms of implementing the strategy. Illustrative areas of support are highlighted below.
 - a) Process improvements, costing, decision making governance, information & control
 - b) Existing product portfolio, pricing, customers and market related strategies
 - c) Exploration and mineral development cycles
 - d) New Products, value additions, forward/backward integrations
 - e) Tools and means: Corporate capability build up for strategic focus through management / corporate / organizational restructuring
 - f) Monitoring and management reporting & feedback mechanism

DMG

- i. The consultant shall work for DMG Based on options & strategic roadmap developed, evaluated and recommended by the Consultant for the organization under Phase 1 of the engagement, DMG may choose the option suitable to it and have it approved by the government.
- ii. The Consultant shall also assist in preparation of brief summaries/ strategy decks for chosen strategic roadmap for getting necessary approvals
- iii. Post approval of the selected option, the Consultant shall carry out Phase 2 of the engagement for assisting in the implementation of the selected option / strategic roadmap chosen by DMG
- iv. The Consultant shall assist DMG for implementation of the strategic roadmap after approval of DMG in terms of detailing the strategy, preparing the documentation and reports required, detailed assessment of the growth opportunities and hand holding in terms of implementing the strategy.

4.3 Special condition of work :

In addition to above, the consultant shall provide the following services for RSMML during phase 1 of contract:

Providing Strategic Consultancy Services for assistance in preparing business plan, operational effectiveness and enhancement of revenues through improvement of

organizational efficiency, superior Corporate Governance and effective outsourcing.
Broadly in the following areas:

Review of current Operational, Organizational and Financial Status of RSMML:

- a. Analysis of Strength, weaknesses, opportunities and threats of the company's policies, practices and operations.
- b. Providing detailed analysis of available business development opportunities/ Business area for expansion, diversification & value addition. (Feasibility Analysis, resources, technology, and time & implementation.)
- c. Technology up gradation for ecofriendly and zero waste mining for existing mines.
- d. Preparation of Medium term Plan and Long term Plan. Assist RSMML in implementation and monitoring of the above Plan.
- e. Risk Management: Identify potential risks (financial risks, operational challenges, market changes).

HR :

- a. Review of organization structure, maximum utilization of HR and Infrastructure.
- b. Learning & Development;
- c. Assistance in recruitment and on-boarding of employees.
- d. Legal Structure requirement related to business registration, permits, licenses, intellectual property, and compliance etc.

Management of Finance:

- i. Surplus funds available with the company.
- ii. Funding requirement & fulfillment for business expansions.
- iii. Reduction in taxation liabilities.
- iv. Projected revenue, ensuring cash flow & financial viability
- v. Assist RSMML in calculation of cost of production for various minerals/products.
- vi. Analysis of existing Joint venture, subsidiaries of Company for profit maximization.

Sales & Marketing :

- a. Review the present marketing & sales policy of RSMML and assist in develop a revised policy as per the current market requirement. Dynamic Product pricing.
- b. Developing a price discovery mechanism with reference to the practice followed at Central and State PSUs, for various minerals produced by RSMML. For fixing an effective floor price for e-auction purpose.
- c. Analysis of outcome of e-auction based on the recommended floor price.

Contract Management :

- a. Review of the existing bid documents and agreements of RSMML.
- b. comparative study of RSMML tenders with the tenders of other PSUs in the sector analysing the reasons for poor response to the tenders issued by RSMML tender.
- c. Assist in Preparation of commercial bid, techno economical evaluation, assistance in negotiation, commercial recommendation etc. for selection of contractor.

Consultancy team—Project Management Team

The Consultant shall form a team for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. The

Personnel whose experience and responsibilities are mentioned herein would be considered for evaluation of the Technical Bid.

4.4 Support from RSMML and DMG

Towards the achievement and delivery of the scope detailed above, DMG & RSMML commits that it shall provide all necessary information / documents / data, which shall include:

1. Meetings with departmental heads & personnel
2. Meetings with RSMML top management
3. Meetings with RSMML customers / JV partners / suppliers / vendors as required.
4. Site visits and on-ground-work support
5. Historical operational and financial performance information/ documentation, and other information including contracts
6. Any other information or data as may be required by the Consultant, subject to internal and external confidential requirements. If necessary, a non-disclosure agreement shall be signed.

4.5 DELIVERABLES, TIMELINES & PAYMENT SCHEDULE

- a) The key deliverables to be submitted by the Consultant, associated timelines and payment schedule are as mentioned in the tables below for each phase.
- b) The fees shall be quoted by the bidder for total scope of work on lump-sum basis including all work involved for execution of work.
- c) The Consultant shall submit invoices upon achieving milestone stated in the table(s) below, and the organization shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted.

Phase 1 (06 months)

- T0=Zero date / Date of commencement

s. no	Deliverables	Timelines (months) T0=Zero date / Date of commencement	% payment
1	Inception Report Detailed work-plan for strategy development phase (incl. key activities, timelines, milestones)	T0 + 1 month	7.5 %
2	Preliminary Report with Short-term Strategy Elaborating assessment of starting position, short-term strategy for immediate improvements.	T0 + 3 months	7.5 %

3	Draft Transformation Roadmap Market and opportunity assessment, associated analyses, proposed strategic options and transformation roadmap.	T0 + 4 months	7.5 %
4	Final Transformation Roadmap Finalized transformation roadmap.	T0 + 6 months	7.5 %
	Total		30 %

Phase-2 (12 months)

RSMML shall provide 15 days prior notice to start its scope pertaining to Phase 2 of the engagement after obtaining requisite approval for the chosen strategic roadmap/ option. The following shall be the deliverables due:

S. no	Deliverables	Timelines (months) T1=After approval of chosen strategic roadmap / option of Phase 1 + 15 days of notice period to start Phase 2	% Payment
1	Report #1: Inception Report Detailed work-plan for strategy development phase (incl. key activities, timelines, milestones)	T1 + 1 month	10%
2	Bi-Monthly Report #2, #3, #4, #5, #6 and #7: Summary of progress for the month on strategic support on administration, including status of project pipeline, details of any projects under assessment, details of any evaluations or reviews underway, and plan for the next month	T1 + 3 months	15%
		T1 + 6 months	15%
		T1 + 9 months	15%
		T1 + 12 months	15%
	Total		70 %

d) The company will release payments on every quarter. Initially, the payment for the first four quarters (up to T1+6 months) will be disbursed based on the deliverable schedule

as detailed above. Thereafter, the payment of fifth and sixth quarters will be contingent on achieving an incremental growth 5% in operational revenue and overall performance comparing to previous six months. (Previous year's six months data will be the basis of measuring the performance where accurate data is available, in case the same is not available then the decision of company shall be final and binding to the contractor)

4.6 BID EVALUATION CRITERIA

PRE - QUALIFYING CRITERIA

- i) Bidder should have minimum turnover of Rs. 62.50 Lac in any of the last three financial years i.e. 2021-22, 2022-23 and 2023-24.
- ii) Renowned Tier-1 Strategy Consultancy firm empanelled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc. (NICSI) as Tier-1 consultants) can only participate.
Only those who fulfill these eligibility criteria will qualify for further evaluation. The Authority reserves the right to verify/evaluate the claims made by the Bidder independently.
- iii) To be eligible, advisory or consulting projects within the past 7 years must have professional fees (before taxes and excluding IT implementation, Audit and compliance) of at least Rs. 62.50 Lac per project, whether in India or abroad. Project fees will be evaluated based on a 12-month pro-rated amount.

TECHNICAL CRITERIA

Eligible project

Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 60 marks in the Technical score system as specified below shall be eligible for opening Price Bid.

Self-Certified Documentary Evidence to be submitted in support of Eligibility

To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit a copy of the contract / work orders indicating the details of the assignment, client, value of assignment / proportionate value in use of projects / assignment in progress and year of award. The Managing Director or equivalent authorized signatory of the bidder shall self-certify the projects if the firm has done assignments based on Non-Disclosure Agreements and cannot share the contract / work-order. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.

Note:

1. For project experience, projects which are completed or substantially completed (>70% of fees received or time elapsed) will be considered
2. If the project value is confidential, it is sufficient for the Bidder to indicate that the project value is above the indicated cut-off
3. Joint Venture, Consortium or similar associations are not eligible for bidding.

Each evaluated proposal will be given a technical score on the basis of the documents and technical presentation provided by applicant as detailed below. The maximum marks to be given under each of the evaluation criteria are:

s. no	Evaluation parameter	Criteria for marking	Max marks
A. Relevant Project Experience			30
A-1	Number of relevant assignments ("eligible projects") over last five years in terms of formulating strategy for turnaround / transformation/ revival/ restructuring/ growth for Indian private sector/ public sector companies/ undertakings. At least 10 of the showcased projects/ engagements should be with India Public Sector companies/ Central, State or Municipal Governments or Departments.	* Less than 11 (0 marks) * 11-15 (1 mark) * 16-20 (3 marks) * More than 20 (5 marks)	5
	Number of relevant assignments ("eligible projects") over last five years on formulating strategy for turnaround/ transformation/ revival/ restructuring/ growth for private/ public sector companies/ undertakings operation in Indian metal, mineral and mining sector	* 2-3 (5 marks) * 4-6 (10 marks) * 7 or more (15 marks)	15
	Number of relevant assignments (" eligible projects") over last five years on formulating strategy for turnaround/ transformation/ revival/ restructuring/ growth for private/ public sector companies/ undertakings operating in Global metal, mineral and mining sector.	Per project 2 marks * 5 or more (10 marks)	10
	B Approach and Methodology		40
	Approach and Methodology	Quality of the approach and methodology shall be submitted as part of the technical bid and shall be covered in technical presentation. Assessment will be based on a) Demonstrated understanding of the objectives (5 marks) b) Initial perspectives on key elements of the deliverables (10 marks) Detailed approach & methodology (15 marks)	30

	Experience pertaining to revival/restructuring strategy - illustrated through relevant case studies (min. two case studies with only one global)	Case studies shall be submitted as part of the technical bid. They will be evaluated by the evaluation Committee as a part of the technical presentation. They shall be evaluated based on relevance of work, and quality of the recommendations and impact of the program	10
	C Key personnel		30
	Team leader	<ul style="list-style-type: none"> * Minimum total years of experience with increasing levels of responsibility: 12 years * 12-14 years (1 mark) * > 14 years (2 marks) * Postgraduate professional qualification in Economics, Commerce or Business management and should have experience of working in Indian public sector, with a project value × Rs. 62.50 Lac (Indian or Globally): * 2-3 projects (1 marks) * > 3 projects (3 marks) * Quality of interaction (Based on presentation): 5 marks 	10
	Metals / Mining Expert Strong understanding of metals and mining sector, especially in india	<ul style="list-style-type: none"> * Minimum total years of experience: 10 years * 10-12 years: 0.5 marks * > 12 years: 1 marks Graduate from premier engineering/ sciences institutes of repute. * Number of relevant assignments in Metals/ Mining sector, with a project value × Rs. 62.50 Lac (Indian or Globally): * 1-2 projects (1 marks) * > 2 projects (2 marks) * Quality of interaction (Based on presentation): 3 marks 	6
	Transformation/ Restructuring expert (Strong understanding of transformation / restructuring work in India.	<ul style="list-style-type: none"> Minimum total years of experience: 10 years * 10-12 years: 0.5 marks * > 12 years: 1 marks * Postgraduate professional 	6

		<p>qualification in Economics, Commerce or Business management</p> <ul style="list-style-type: none"> * Number of relevant assignments, with a project value value × Rs. 62.50 Lac (Indian or Globally): * 1-2 projects (1 marks) * > 2 projects (2 marks) * Quality of interaction (Based on presentation): 3 marks 	
	<p>Public sector digital expert (strong understanding of digital enablement of organization e.g. MIS dashboard advanced analytics use-cases)</p>	<ul style="list-style-type: none"> * Minimum total years of experience with increasing levels of responsibility: 5 years * 5-7 years: 0.5 marks * > 7 years: 1 mark * Postgraduate professional qualification in Information technology or Business management in IT and should have experience of working in Indian public sector - at least 2 projects, with a project value × Rs. 62.50 Lac (Indian or Globally): * 1-2 projects (1 marks) * > 2 projects (2 marks) * Quality of interaction (Based on presentation) - 1 mark 	4
	<p>Project lead</p>	<ul style="list-style-type: none"> * Minimum total years of experience with increasing levels of responsibility: 5 years * 5-7 years: 0.5 marks * >7 years: 1 mark * Postgraduate professional qualification in Economics, Commerce or Business management Should have experience of working in Indian public sector - at least 2 projects, with a project value × Rs. 62.50 Lac (Indian or Globally): * 1-2 projects (1 marks) * >2 projects (2 marks) * Quality of interaction (Based on presentation) -1 mark 	4

Note:

1. Of above, Team Leader and Project Manager/Project Lead should be on the rolls of the Consultant. The Consultant can hire external professional as Subject Matter Expert who has qualification and experience stated above. Consultant is required to deploy all personnel for this assignment. The consultant shall deploy a team of at least 4 persons consisting of team leader, mining expert, transformation/ restructuring expert & digital expert. The consultant shall deploy additional resources if it is required to perform Scope of Services specified in this e-Tender (if need so arise for assessing strategic opportunities, etc.).
2. A technical presentation will be a critical part of the technical evaluation stage along with the submission documents. The technical presentation will cover topics on approach and methodology and detailed case studies, and the marks awarded to these topics will be based on both the technical presentation and the written submission

4.7 EVALUATION OF PRICE BID AND FINANCIAL SCORE

- 1) The Price Bid of only the Technically Qualified Bidders (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 60 marks in the Technical score system as specified above) shall be opened. The cumulative Consulting Fees quoted for Phase 1 and Phase 2 of the terms of reference shall be considered for price Bid evaluation and determining the Financial Score.

Financial Score of L1 bidder = 100

Financial Score of L2,L3 bidders will be calculated as under :

Financial Score of L2 bidder = $\frac{\{\text{Price of L1 bidder}\} * 100}{\text{Price of L2 bidder}}$

Financial Score of L3 bidder = $\frac{\{\text{Price of L1 bidder}\} * 100}{\text{Price of L3 bidder}}$ and so on

Bid evaluation criteria for selection of bidder for award of Contract: 100 MARKS

Composite score

The composite score of the bidder shall be determined by combining technical and financial scores based on the following formula;

Composite Score (CS) = Technical Score (TeS) * 0.70 + Financial Score (FiS) * 0.30

The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.

The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder, and the DLOA would be granted to the preferred bidder who would then be the Successful Bidder.

4.8 Period of the Agreement

The Time period of agreement shall be **18 months** from the date of commencement of the work, a period of 30 days will be allowed to commence the work and depute the require personnel from the date of issuance of DLOA. The period of contract may be extended at the sole discretion of RSMML for further period as per provisions of RTPP Act & Rules.

The continuation of the consultancy is subject to the review at the end of the first year. After completion of the first year analysis will be done based on performance based on timely delivery of milestones, quality of outputs and the achievement of policy objectives. Only after the satisfactory outcome of the review, the project will be carried forward for the remaining period of the contract.

4.9 Compensation

4.9.1 For Delay in commencement:

In case the Contractor fails to commence the work within 30 days from the date of issuance of LOA/DLOA, the company shall recover a pre-determined and agreed compensation @ 0.50% of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% of total contract value, then other provision including termination of contract, forfeiture of Bid Security/ EMD, withdrawal of DLOA shall apply at sole discretion of Company.

4.9.2 For Delay in completion:

In case the Contractor fails to complete the awarded work within stipulated / extended period and is established that the delay is on account of contractor's lapses, the company shall recover a pre-determined and agreed compensation @ 1% of total contract value on weekly basis subject to maximum total compensation not to exceed 10% (Ten percent) of contract value.

4.10 Right To Review Performance:

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

4.10.2 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 (three) days.

4.11 Notification of Award & Signing of Agreement

- 4.11.1 The bidder, 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 called the "Letter of Acceptance".
- 4.11.2 The successful bidder shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 30 days from the date of issuance of DLOA. The cost of execution of agreement including non-judicial stamp paper of appropriate value shall be borne by the bidder.
- 4.11.3 The Long-Term Agreement shall consist of -
- I. An agreement on non-judicial stamp paper of appropriate value.
 - II. Tender and related documents discussed in the process of finalization of Long-Term Agreement.
 - III. Telex/Letter of Intent & Detailed Letter of Intent/Work order.
 - IV. Agreed Variation, if any,
 - V. any other document as mutually agreed.

4.12 Working Hours:

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

4.12.2 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

4.12.3 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

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

4.13 Other Responsibilities of Contractor

- 4.13.1 The bidder shall be responsible for providing accommodation, medical aid etc. to his /their employees at his own cost.
- 4.13.2 The bidder shall be responsible for providing required computer, tools, tackles, implements etc. required for accomplishment of work.
- 4.13.3 The bidder alone shall be responsible & liable for payment of wages, charges etc in discharge of legal obligation in respect to staff employed by him at all times during the Agreement & termination /completion of the work.

4.13.4 The bidder shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any.

4.14 Termination

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

4.14.2 In case either of the parties to the agreement commits breach of any of the terms and conditions and stipulated herein contained other than those provided in clauses above, on the part of the other party to be observed and performed then the aggrieved party shall inform the other party in writing to set right or rectify the breach or omission of any of the terms or conditions within 30 days of the receipt of such notice and if even after this such party fails to remedy the said breach within the said period of 30 days, the other party to the agreement will be entitled to get the breach remedied or omission removed, at the cost and expense of defaulting party.

4.15 Force Majeure

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

4.16 DISPUTE, JURISDICTION:

4.16.1 The place of the contract shall be Jaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the company shall be final and binding.

4.16.2 No courts other than the courts located at Jaipur (Rajasthan) shall have jurisdiction over any matter concerning any aspect of the work under this tender.

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

4.17 APPEALS:

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

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

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

Sub: Proposal for Empanelment of Consultancy Agency for Providing Technical Assistance in terms of providing Strategic Consultancy services for detailed study of future prospects and business plans

Ref; E-tender- RSM/CO/PROJ/2024-25/482 Dated 14-02-2025.

Dear Sir,

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

Date

Full name & Signature of bidder/s

With the seal
Witness

Name in Block letters _____

(On Letter Head of Bidder)
DETAILS OF THE BIDDER

General Detail of the organization: -

1. Details of the Consultant.
2. Name of Organization.
3. Nature of business.
4. Date of Incorporation.
5. Date of commencement of Business.
6. Address of Offices.
7. Other Relevant Information: - GSTN Noí í í í í í í í í í
PAN Noí í í í í í í í í í í ..

8. Experience

Total experience
Educational qualification

9. Criteria for Assessing Tender

Financial strength
A write-up on proposed business plans.

Following documents are to be uploaded along with the offer

- a. Sealed and signed copy of Tender.
- b. Attested Copy of CA certified/ audited Balance Sheets and Profit & Loss Account in support of turnover.
- c. Power of Attorney in favour of the authorized representative signing the tender documents.
- d. Documentary evidence in reference to Pre-qualification criteria of TENDER document for Experience as defined in the TENDER.
- e. Attested certificate of incorporation/memorandum & article of association/partnership deed etc.
- f. Details of employees on roll with proof.
- g. **Any other relevant information, if desired**

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

(On the letter head of the tenderer)

EXCEPTIONS AND DEVIATIONS

Ref: e-Tender No. RSMM/ CO / PROJ/2024-25/482 Dated 14.02.2025

Name of Tenderer _____

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

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

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

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

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

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

"PRICE-BID" Performa

To be submitted strictly online in the prescribed format provided at
<https://eproc.rajasthan.gov.in>

Empanelment of Consultancy Agency for Providing Technical Assistance in terms of providing Strategic Consultancy services for detailed study of future prospects and business plans

Ref: e-Tender No. RSMM/ CO / PROJ/2024-25/482 Dated 14-02-2025

Name of Tenderer _____

S.No.	Particulars	Rates to be quoted for total scope of work on lump sum basis.
1.	Professional fees for Providing Technical Assistance in terms of providing Strategic Consultancy services for detailed study of future prospects and business plans for the execution of the job as defined in the scope of work of tender document.	Rs. In words Rs. In figures Rates to be quoted in the online format available at www.eproc.rajasthan.gov.in

Note:

- i. All incidental or contingent works required for performance of work as above shall be done by the tenderer at its cost & expense and it would not qualify for extra payment.
- ii. No Travelling allowance, Dearness allowance, or any extra payment shall be granted for attending office.
- iii. The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bids). The rates shall also be inclusive of cost of additional and other allied work etc.

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

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

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

B.G ----- Dated -----

This Deed of Guarantee made between -----
PSU/ICICI/Axis/HDFC Bank having its registered office at ----- and its head office at -----

----- and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its

context so required includes its successors and assignees (hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. ----- a
company/partnership firm (address of registered/RO.) where ever the context so require includes its
successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and
conditions of letter of Acceptance no. ----- dated ----- issued in
favour of
the Contractor and agreement dated ----- entered into between RSMML and

M/s.----- (Contractor), hereinafter called 'the said letter of
Acceptance/agreement' which expression shall also include any amendment, modification or variations
thereof made in accordance with the provision thereof, of cash security deposit for the due fulfilment by
the said letter of Acceptance/agreement on production of unconditional and irrevocable

Bank Guarantee for Rs. ----- (Rs. -----) being equivalent to ----- %
of Contract value of Rs. -----

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

1. We, _____ (Bank) do hereby undertake to pay to the company as amount not exceeding
Rs. _____

against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been

fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before (scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further **extended** by the bank.

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

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

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

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

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

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

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

IN WITNESSETH I, HEREBY _____ SON OF _____

(designation) _____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____ executed at

_____ this the day _____ of _____ 20

Compliance with the Code of integrity and No Conflict of Interest

Any person participating in a procurement process shall:

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

Conflict of Interest:

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

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

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

- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Officer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date

Signature of bidder

Place

Name:

Designation:

Address:

The designation and address of the First Appellate Authority is ó

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

The designation and address of the Second Appellate Authority is ó

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

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

Particular of appellant:

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

Name and address of the respondent(s):

- a.
- b.
- c.

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

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

Number of affidavits and documents enclosed with the appeal:

Ground _____ of _____ appeal _____ :

_____.(Supported by an affidavit)

Prayer: _____ .

_____ ..

Place _____ ..
Date _____ ..
Appellant's Signature

Additional Conditions of Contract

Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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