Rajasthan State Mines & Minerals Ltd.

(A Government of Rajasthan Enterprise)
4, Meera Marg, UDAIPUR 313 004

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

e-TENDER For
Supply of ROM Gypsum from Got Manglod Gypsum Mines, Tehsil- Deh/Jayal, District-Nagaur for Consumers/Traders

Cost of Tender Document: Rs. 4720 (inclusive of GST)

Date of Downloading : From 13.10.2026 to 05.11.2026 up to 1:00 pm

Pre-Bid Meeting: 26.10.2026 at 11:00 AM at Corporate Office, Udaipur.

Last Date of Online Submission of Tender : 05.11.2026 up to 3:00 PM

Date of Opening of Techno-commercial Part (Part I) : 06.11.2026 at 3:30 PM

Issued by

Group General Manager (Contract)
Rajasthan State Mines & Minerals Ltd.,
4-Meera Marg, Udaipur-313004, Rajasthan.
Phone: 0294 – 2427177,2428743, 2428764-67,
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E-Mail: contractsco.rsmml@rajasthan.gov.in,
Web Site: www.rsmm.com

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 obtains 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: contractsco.rsmml@rajasthan.gov.in

Ref. no :-RSMM/CO/ GGM(Cont)/ Cont-23/2026-27 **Dated 13.10.2026**

e-DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Details of Mines	Bid Security/EMD (Rs.)
Supply of ROM Gypsum	Got-Manglod Gypsum Mines, Tehsil-Jayal/Deh, District -Nagaur	Rs 17.76 lac
Period of Contract		24 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 of Rs.2500- payable by D.D. in favour of MD,RISL payable at Jaipur.		
Period of downloading of documents	From **13.10.2026 to 05.11.2026** up to 1.00 P.M.	
Date & time of Pre bid Meeting	**26.10.2026** - at 11:00 AM at Corporate Office, Udaipur	
Last date & Time of online Submission of Offer	Dated 05.11.2026 up to 3:00 PM	
Date of online opening of techno Commercial Offer	Dated 06.11.2026 3:30 PM. at C.O., Udaipur	

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

1. Bidder should have minimum turnover of Rs 4.44 Cr. in any of the last four Financial Years i.e. 2022-23, 2023-24, 2024-25 and 2025-26.
2. Mining/ Trading experience of any mineral of minimum 01 lac MT in any of last four FY 2022-23, 2023-24, 2024-25 and 2025-26. Experience of outside India will also be considered subject to submission of requisite apostilled document for establishing the pre-qualification criteria.
3. The bidder shall provide ownership of land / mutual land consent agreement supported by the latest certified Jamabandi from khatedars for minimum 25 bigha Gypsum bearing land where no mining activities carried out earlier at respective Gypsum mines with techno commercial bid as per annexure IV.
   Note: For qualification purpose, in case of consent of same land owner / khatedar is offered for same area by multiple bidders then such bid will be considered, however the consent of H-1 bidder will be verified prior to award of work by the Company. (RSMML is free to check authenticity of provided documents. In case of any false/ fabricated document/ information, the bid security deposited by the bidder will be liable for forfeiture.)

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if bidder or any of the constituent partners have:

a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b) Record of poor performance with RSMML and/or contract termination by RSMML, within FY 2023-24, 2024-25, 2025-26 & 2026-27 and/or (any performance below 50% of the scheduled tendered quantity of respective tender will be considered as poor performance”).

c) Been banned/ blacklisted/debarred by RSMML or any government organization /department or its undertakings during the currency of suspension/banning period.

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.

It is to be noted that, in case of Company registered under Companies Act, turnover of the Company shall only be considered. The Company reserves its right to call for any additional information so as to check the eligibility of the Bidder. In case the bidder is participating as JV/Consortium, the bidding JV/Consortium shall comprise of not more than two members i.e. one lead member or lead partner and one other member/partner. In case the bidder is bidding JV/Consortium, in such cases cumulative turnover, net worth and experience of JV members/Consortium partners/ members shall be considered for purpose of qualification. Experience of JV members in any other working Joint ventures shall be considered only upto the percentage of sharing in the respective joint venture.

The bidding company/JV/Consortium , the lead member should designate one person with power of Attorney to represent in the bidding Company/bidding consortium in its dealings with RSMML. The bidding company /bidding JV/Consortium shall submit a Power of Attorney on Rs.500/-non judicial stamp paper authorizing the signatory. The person so designated shall be authorized to perform all tasks including , but not limited to providing information, responsibility to enquires, entering into an agreement on behalf of the bidding company/bidding JV/Consortium.

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 highest facilitation fee(H1) 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 (Contracts)

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

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 **"RSMML" or "COMPANY"** shall mean "Rajasthan State Mines & Minerals Limited", having its registered office at 89-90, Lal Kothi Scheme , Jaipur (Rajasthan) 302 015, and Corporate office at 4 , Meera Marg, Udaipur (Rajasthan) 313004, including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.

2.1.2 "**Accredited representative of Bidder"** means a person duly authorized by the bidder to receive information and instructions from the company for the project and correspondence with RSMML.

2.1.3 "**Managing Director**" shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in office.

2.1.4 "**Appointing Authority"** shall mean the Managing Director of the company.

2.1.5 "**Group General Manager (Gypsum) /Head & In-charge, SBU&PC (Gypsum)"** shall mean In-charge of RSMML's SBU & PC-Gypsum Division or his successors in office so designated by the company

2.1.6 "**Agent"** shall mean the person designated for mines under applicable statutory provisions so notified by the company.

2.1.7 **"Manager"** shall mean a person possessing the prescribed qualifications and appointed in writing by the owner or agent to be in charge of a Mine under The Mines Act,1952 and includes Mine Superintendent, if appointed under section 17 of The Mines Act,1952 and The Metalliferous Mines Regulation 1961, for company's Gypsum Mines..

2.1.8 "**Nodal Officer/ EIC (Engg. In-charge)"** shall mean the officer of the Company specifically authorized for enforcing the agreement on behalf of the Company.

2.1.9 "Group General Manager **(Contract)"** shall mean In-charge of Contract Division C.O. Udaipur or his successors in office so designated by the company.

2.1.10 "**Mines"** shall mean Company's Gypsum mines.

2.1.11 "**Area** "shall mean lease area of Gypsum Mining Lease of RSMML offered for e tender.

2.1.12 "**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.

2.1.13 **"Bid Price/ Facilitation Fees"** shall mean an amount quoted by bidders & shall be payable to RSMML by bidder on per MT Gypsum dispatched from the area as quoted by the bidder in the price format is on Ex-Mines basis exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), Rajasthan State Mineral Exploration Trust (RSMET), processing fee, Land and crop compensation, TCS, TDS, GST, applicable land tax and any other taxes/levies/fees as applicable from time to time which shall be paid additional by the bidder on the prevailing rates.

2.1.14 "**Successful Bidder"** shall mean the bidder declared successful as a result of the bidding process and with whom the Supply Agreement is signed.

2.1.15 **"Detailed Letter of Acceptance (DLOA)"** shall mean intimation by RSMML vide letter/email/ fax to bidder that their bid has been accepted.

2.1.16 "Agreement" shall mean the supply Agreement signed between the RSMML and the selected bidder for supply of Gypsum.

2.1.17 "Alteration/ Variation Order/ Amendments" means, any order/ amendments issued by in writing by Gr.General Manager (Gypsum)/Head& In-charge, SBU&PC (Gypsum), Bikaner to the bidder from time to time to effect additions to, or deletions from and/or alteration to work as per Agreement.

2.1.18 "Approved" shall mean approved in writing by the Company or any other officer so designated by the Company.

2.1.19 "Overburden/Inter-burden" (OB/IB) shall mean the desert sand lies over the Gypsum bed /in between two Gypsum layers.

2.1.20 "Gypsum" shall mean run of mine of mineral Gypsum

2.1.21 "SBU" shall mean SBU & PC-Gypsum, a division of RSMML having its office at 2, Gandhi Nagar Scheme, Bikaner-334001.

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 <u>Declaration by the Bidder</u>

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 independently inspected Gypsum Mining lease of Gypsum Unit of RSMML as offered for e- tender. 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 e- tender document, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of land, 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 Bidder & 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 envelope addressed to Group General Manager (Contract), 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 Group General Manager (Contract), 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 Bidder shall be rejected.

v. The Bidder 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 Bidder. The Bidder is required to satisfy himself in all respect, before the submission of offer.

vi. The Bidder 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 Bidder from his obligations. The Bidder 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 Bidder, at 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, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store godowns etc 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 worksite.

viii. The Bidder, 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/-incl.GST)- 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 (Contract), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313004 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 A group company can submit single bid for requirement of all its units.

3.7 <u>PRE BID MEETING: -</u>

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 26.10.2026 at 11:00 AM. Bidders are also advised to send their queries in advance and addressed to GGM (Contract), 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. No queries, requests for clarification, or representations shall be entertained by the Company after the conclusion of the pre-bid meeting. The Company shall have no obligation or responsibility to respond to, consider, or reply any query/clarification submitted thereafter.

3.8 <u>Part I - "Techno Commercial offer</u>"

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

3.8.1 Details of Bidder as per **Annexure-I.**

3.8.2 Letter of submission of bid as per **Form-A.**

3.8.3 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.

3.8.4 A declaration regarding assessment and satisfaction about nature, quantum, quality, extent and scope of work involved in tender are mentioned along with it as per **Form-C**

3.8.5 A declaration that price bid is in the prescribed format and no conditions are mentioned along with it as per **Form-D**.

3.8.6 Exceptions & Deviations as per bid conditions in **Form-E**. 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.

3.8.7 Undertaking for becoming member of Cooperative society as per Form **F** (from proprietor/all partners/all directors as the case may be).

3.8.8 Power of Attorney in favour of the authorized representative signing the bid as per **Form-G**.

3.8.9 Complete set of bid document (Original Copy) including Tender as issued and duly filled in and signed with company seal on each page by the bidder as in token of acceptance of terms and conditions of this bid.

The successful bidder shall provide ownership of land/mutual land consent agreement supported by latest certified Jamabandi from khatedar for minimum 25 bigha Gypsum bearing land at Got Manglod Gypsum Mines, Tehsil-Jayal, District –Nagaur with techno commercial bid. Otherwise, the price bid shall not be considered for opening.

3.9 <u>Part II – "Financial Offer"</u>

3.9.1 The bidder is required to quote rates in Rupees Per MT basis. The 'Price Bid' shall be submitted online in the prescribed format only. The Bidder is to quote the rate only for the relevant part of BOQ ,as provided in FORM –H of the tender document otherwise their price bid may not be considered for award of the contract in spite of opening of the price bid or highest offered rate.

3.9.2 The rates are to be quoted in Rupees and in the prescribed price bid Proforma available online.

3.9.3 While quoting the price under this part, the Bidder 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.

3.9.4 The successful bidder will be selected on the basis of the highest facilitation fees quoted by the bidders.

3.9.5 The Facilitation fee is to be quoted strictly in the price format. The bidder shall quote bid in multiple of Rs 1 Per MT only. (Bidder shall not quote in paisa). The Bidder shall quote Facilitation Fee not less than Rs 222/- per MT

3.9.6 The Royalty, Contribution towards DMFT, RSMET, GST etc applicable on per MT of Gypsum dispatched is to be paid by the bidders other than the Facilitation fee. Any other tax or duties etc payable on date or levied in future by whatsoever name called, or any revision in existing taxes/duties/levies shall be charged extra by RSMML on actual basis from the date of revision.

3.9.7 Sale of Gypsum is on ex-mines basis.

3.9.8 The loading of Gypsum into trucks and transportation charge up to the bidder's destination shall be arranged & borne by Bidder.

3.10 All Pages to be initialed.

3.10.1 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

3.10.2 The bid shall contain the name and place of business & other details as per **Form-B.**

3.11 Validity

3.11.1 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.

3.11.2 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.

3.12 Addenda/Corrigenda

3.12.1 Addenda/corrigenda to the bid documents may be issued to clarify documents or to reflect modifications in the design / drawing, specifications, Agreement terms etc.

3.12.2 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.

3.13 Bid Security:

i) The Bid security for participation in the Tender is as per DNIT and shall be provided in the form of DD/BG/Insurance surety bond. The 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.

ii) In case the bid Security is in the form of Bank Guarantee (BG), the same should be as per prescribed format of RSMML annexed with the tender and having validity of 9 months issued in favour of RSMML by any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its branch office at Udaipur /Bikaner on non-judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25,000/- on appropriate value prevailing on the date of issuance of BG. Original BG for bid Security shall be required to be deposited by the Bidder on or before the last date of submission, failing which the bid shall be liable to be rejected.

iii) The bidder may also deposit the bid security by way of online transfer of prescribed

amount (as per DNIT) in the following bank account of the company on or before the date and time as mentioned in the Notice Inviting Tender.:

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

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

iv) The Insurance Surety Bond towards bid security shall be issued by an insurer registered with the Insurance Regulatory and Development Authority of India (IRDAI).

v) 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 Bidder fails to furnish security deposit and/or fails to commence the work within stipulated period.

3.14 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.

3.15 Opening of the Bid

3.15.1 Opening of Techno Commercial Offer

The envelope containing Part I – "Techno Commercial Offer" 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.

3.15.2 Opening of Financial Offer

Financial offers of only those bidders will be opened who have submitted all the documents and required affidavits/ declarations, and whose Techno Commercial Offer is in conformity with the Tender Documents. The Financial Offer of only such qualified bidders shall be opened on the date & time as decided by RSMML at the office of GGM (Contract). The date of opening of financial offer will be communicated to such bidders.

3.16 SELECTION CRITERIA

i. The successful bidder will be selected on the basis of the highest facilitation fees(H-1) quoted by the bidders; however, the company reserves the right to accept or reject any or all the bids, in part or in all, without assigning any reason there to: -

ii. The Bidder shall quote the facilitation fees not less than Rs 222/- per MT and in multiple of Rs. 1/MT.

iii. Not to accept the highest bid or assign reasons for not accepting the highest bid.

iv. To reject the bid, if it is established that the bidder has submitted any wrong/misleading information & forged document along with offer or thereafter.

v. To accept or reject the bid in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or prescribed conditions are not fulfilled.

vi. To reject the bid in case it is later found that the bid was submitted by the bidders, who resorted to canvassing, corrupted or fraudulent practices.

3.17 NEGOTIATION

3.17.1 Negotiations will be conducted with the H-1 (Highest) bidder only. In case of non-satisfactory achievements of rates from H-1 bidder, RSMML may choose to make a written counter offer to the H-1 bidder and if this is not accepted, RSMML may decide to reject and re-invite fresh tender or to make the same counter-offer first to the H-2 bidder, and so on in order of initial bidding, and work order be awarded to the Bidder who accepts the counter offer.

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

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

3.18 Right To Review Performance:

3.18.1 The performance review of the bidders shall be on the basis of dispatch of Gypsum reviewed on half yearly basis.

3.18.2 However, 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.

3.18.3 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs there of from the contractor from the security deposit or any sum due to the contractor from the company.

3.19 Notification of Award & Signing of Agreement

3.19.1 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 of short-Term Agreement called the "Letter of Acceptance".

3.19.2 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.

3.19.3 The 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 Agreement.
III. Detailed Letter of Acceptance
IV. Addenda/Corrigenda, if any
V. Agreed Variation, if any,
VI. any other document as mutually agreed.
VII. Gypsum bearing land consent agreement with *khatedars, which were submitted with Techno Commercial Offers on RSMML format , will be resubmitted with verification of Mines Manager on non judicial stamp papers of appropriate value.*

Note: In case bidder is failed to deposit Security and execute agreement within 30 days period, the Detailed Letter of Acceptance shall be cancelled with forfeiture of EMD.

3.20 In case the successful bidder fails to commence the work within the scheduled period i.e. 30 days allowed; the Company will issue a notice to the bidder to commence the work within 10 days failing which the Company will terminate the work without any further communication. Further, the company will be free to award the work to any other bidder at its sole discretion"

3.21 In such case, the company may explore possibilities to award the work to H-2 bidder or so on, on the awarded rates subject to furnishing of required bid security at the time of conveying acceptance of counter offer & ownership /consent agreement from Khatedar.

3.22 **CONTRACT TO BE EXECUTED BY THE CO-OPERATIVE SOCIETY ONLY:**

In view of prohibition of employment of contract labour in Overburden removal and Mining/ raising of Gypsum under the Contract Labour (Regulation and Abolition) Act, 1970 issued through Central Government notification; bidder shall form the Co-operative society for mining purpose and get that registered and produce the relevant certificates along with the list of members of the Co-operative Society, within 30 days from issue of LOA / DLOA before commencement of work. No person who is not a member of the Co-operative Society shall be allowed to work in the mines.

3.23 **<u>Security Deposit</u>**

3.23.1 The successful bidder shall furnish a Security Deposit equal to 10% of the total contract value through Demand Draft / Bank Guarantee/Insurance surety Bond in favour of RSMML, Udaipur, within 30 days of the issuance of DLOA, for due fulfillment of all or any of the terms & conditions of the contract in any of the following manners mentioned below:

a) Bank Guarantee (B.G.) (Annexure –II) amounting to 10% of the value of contract in favour of the RSMML Udaipur. The Bank Guarantee shall be provided only in the approved format of the company from any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its branch at Udaipur /Bikaner on non–judicial stamp paper of 0.25% of BG value subject to maximum Rs. 25000/- or on appropriate value of stamp paper as per prevailing stamp act on the date of issue of BG. Bank Guarantee shall be valid for the entire period of the contract and extended period, if any plus six months. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company. The Bidder has to submit an undertaking in reference to Bank Guarantee in the given format (Annexure – III)

b) Fixed Deposit Receipt (FDR) equivalent to 10% of Total contract value issued from a schedule bank having its Branch office at Udaipur/ Bikaner FDR shall be in the name of RSMML on account of Successful bidder and discharged by him in advance. The accepting authority shall ensure, before accepting the Fixed Deposit Receipt, that the successful bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the Company without requirement of consent of the successful bidder. In the event of forfeiture of the security deposit, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit without protesting by the contractor/him.

c) The bidder can submit Security deposit through Insurance Surety Bond also, issued by an insurer registered with the Insurance Regulatory and Development Authority of India (IRDAI).

3.23.2 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.

3.23.3 The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

3.23.4 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

3.23.5 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.

3.23.6 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the

same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.

3.23.7 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.

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

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

3.23.10 If the contractor or their employee cause any damage or destroy any property belongs to the company & others during execution of contract the same shall be made good by the contractor at his own expenses and in default thereof, the engineer in-charge may cause the same to be made by other agencies and recover expenses from the contractor.

3.24 **Maintenance & Submission of Records, Reports & Registers.**

3.24.1 The bidder shall have to ensure that its members maintain all records, registers, details etc., as required by the Company and/ or under the various code (Code on Wages, 2019, Industrial Relations Code, 2020, Code on Social Security, 2020, Occupational Safety & Health and Working Conditions Code, 2020) , Acts, Enactments, Statutes, Rules, Regulations, etc., as applicable and make available the same to the Company and/ or its authorized representative at such place & time as may be directed.

3.24.2 Bidder shall intimate the details of the personnel who will be engaged for execution of the work and list of equipment/machinery etc. along with its technical specification proposed to deploy at site before commencement of the work.

3.24.3 On commencement of work, initial medical examination certificate and training certificate of contractor's employees as per vocational training rules applicable for mines, as required is to be submitted.

3.24.4 Selective mining shall not be allowed by RSMML.

3.25 Working Hours:

The work shall be carried out during day light hours .

3.26 **Liabilities in Respect of Bidder's Machinery etc.**

3.26.1 **FIRE EXTINGUISHERS:**

Equipments deployed by the bidder/s shall be fitted with fire extinguisher/s include refilling if any, of a type approved by the DGMS. The company may not allow deployment of any equipment not fitted with such an automatic fire extinguisher in proper working order. The

bidder/s shall take all reasonable precautions to prevent fires of any nature in general & particular in vicinity of his operations shall be responsible for all damages from fires directly or indirectly due to his own activities or to those of his employee or to the activities of its agents or its employees.

3.26.2 **DUST SUPPRESSION: (by water sprinkling)**

The bidder shall have to take effective measures at itsown cost and expenses for suppression of dust generated during the process of overburden removal, backfilling and leveling work etc. in the working areas by means of water sprinkling, or any other suitable method, etc. shall be the borne by contractor so that the dust concentration in such places do not exceed the limits prescribed under the MMR, 1961/Air (Prevention & Control of Pollution) Act 1981. For this purpose, the bidder will ensure that all dust generation points in the working areas are fully suppressed and so designed and operated so as to ensure dust concentration in air within the limits prescribed under mining & environment laws, including circulars issued from time to time for the purpose by DGMS office, Ministry of Environment &Forest and Rajasthan State Pollution Control Board.

3.26.3 **NOISE LEVEL:**

The noise level of any machine (as measured inside the operator's cab or in nearby areas) shall not exceed the standard prescribed in the MMR-1961, DGMS circular, environmental clearance issued, and consent to operate in this regard. The Company may stop operation of any machine the noise level of which is found to be above the prescribed limit.

3.26.4 **MINE LIGHTING compliances of RMMCR,2017:**

The bidder shall provide & maintain lighting arrangement at working pit/s of the mine as per provisions of MMR-1961 and DGMS circular issued in this regard.

3.26.5 COMPLIANCES OF RMMCR,2017 :-

The bidder, if participating as trader require to get registration with DMG & obtained Transit Pass/ Royalty receipt/ e- way bill whichever is applicable from DMG, Rajasthan under RMMCR-2017 as per latest guide lines issued by DMG, Rajasthan. This formality is required to obtain by the bidder at its own cost and maintained all records as per DMG requirement. Without it, the dispatches from the mines shall not be allowed by RSMML. The bidder shall intimate to RSMML about the location of the valid TP, if applicable, where the material shall be dispatched from the mines.

3.26.6 **Digital aerial images and Drone survey of mining lease area** :- The successful bidder shall carry out drone survey of mining lease area and up to 100 meters outside the lease boundary and shall submit processed output Digital Elevation Model (DEM) and Orthomosaic images and volumetric assessment as per RMMCR, 2017 (amendment notification dated 24-10-2024) and amendment from time to time the Department of Mines & Geology. Any violation, irregularities in mining operations, illegal mining etc. observed by the Department of Mines & Geology based on Drone survey or any other mean and any penalty/actions imposed by them will be the responsibility of the bidder. Such penalty, if any, imposed by the Department of Mines & Geology, on RSMML, shall be recovered from the bidder.

3.26.7 **Applicability of land tax**: - As and when land tax is levied the same shall be payable by the successful bidder additional at the prevailing rate for total mining lease area as per clause no. 4.4 of tender during the tenure of contract/agreement.

3.26.8 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.

3.26.9 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.

3.26.10 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If any time after the commencement of the work the company shall for any reason or under instructions of Directorate General of Mines Safety in case of mining contracts or any other statutory authority for mining and other contracts, whatsoever required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the contract, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specification , drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

3.26.11 PROTECTION OF WORK:

During the progress of the work the Bidder shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Bidder shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Bidder shall at his own cost and expense, satisfactorily dispose of or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed of by the Company at the Bidder expenses

3.27 **Termination**

3.27.1 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.

3.27.2 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.

3.27.3 In the event of non-renewal / extension of its lease hold rights by the State Government or any other competent and statutory authorities such as approval of Environmental Clearance, Consent to operate, DGMS approval etc, the agreement shall automatically stand terminated without any pre-notice, claim, compensation damages, etc. to the selected bidder.

3.27.4 For the avoidance of doubt, it is expressly agreed and declared that in the event of any of the terms and conditions of this agreement liable to be vitiated as being not enforceable such defect shall not vitiate the other provisions of this agreement, which may be legally consent valid, effectual, and binding on the parties hereto.

3.28 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 and 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 there of 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.

3.29 DISPUTE, JURISDICTION:

3.29.1 The place of the contract shall be Bikaner (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.

3.29.2 No courts other than the courts located at Bikaner- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.

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

3.30 APPEALS:

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

4.1 APPLICABILITY:

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

4.2 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.

4.3 Purpose of Tender, Supply Agreement

Online tender is invited in electronic form through https://eproc.rajasthan.gov.in, for following works. The company has envisaged supplying ROM Gypsum from Got Manglod Gypsum Mines for Consumers as well as traders. Accordingly, RSMML invites proposal from interested parties for entering into an agreement with RSMML for Procurement of Gypsum after excavation of Gypsum (ROM) by them through Co- Operative Societies (registered under The Rajasthan Co-operative society act 2001 or any other Co-operative society act of India) from our Got Manglod Gypsum Mines leasehold areas in District Nagaur ,Rajasthan only on the basis of highest facilitation fee quoted by them.

4.4 Brief Details and Status of Got Manglod Gypsum Mines.

Name of Mines		**Got Manglod Gypsum Mines**
Mining Lease No.		01/99
Mining Lease Period up to		31-03-2036
Location of mines	Village	Near Village-Got Manlod
	Tehsil	Deh/Jayal
	District	Nagaur

Distance from district Headquarter/ Nearest town	35 Km. from Nagaur (District Headquarter)
	13 KM from Jayal
Total Mining Lease Area (hectares)	870.74 Hectares ((including approx.. area of 163.78 Hectares pasture land,
Production Capacity as per EC in lakh metric ton per annum	3.50 Lakh metric ton per annum
Minable Reserves in lakh metric ton	~ 17 Lakh ton (excluding pasture land) to by reassessed by the successful bidder with detailed exploration on their own cost.
Avg. Grade of ROM Gypsum after dilution % $CaSO_4.2H_2O$	35-40% $CaSO_4.2H_2O$
Validity of Environmental Clearance (EC) by MOEF & CC, New Delhi	27.05.2038
Validity of Consent to Operate (CTO) from Rajasthan State Pollution Control Board (RSPCB)	31.05.2029
Validity of Mining Plan/Scheme of Mining from Department of Mines & Geology (DMG)	31.03.2028

4.5 Quantum of work

The proposed quantum lifting under this contract is minimum 02 lac MT per annum. The successful bidder will be required to off take minimum 01 lac MT on half yearly basis and maximum lifting of Gypsum may be up to applicable EC limit per annum. The contractor shall work under the supervision of EIC of the contract.

4.6 <u>Period of the Agreement & annual Escalation</u>

4.6.1 The Time period of agreement shall be 02 **(two) years** from the 31st day of issuance of DLOA or commencement of work at Mines, whichever is earlier and the same may be extended for period of 12 months at sole discretion of RSMML as per provision of RTPP The extension is subject to availability of mineral.

4.6.2 Annual Escalation in the Facilitation Fee to be calculated @ 5% on cumulative basis.

4.7 <u>Scope of Work & Guidelines</u>

Bidders are requested to quote their Facilitation fee in Rs. Per MT on Ex-Mines dispatches basis in the prescribed format **(F)**. The Bidder shall quote Facilitation Fee not less than Rs 222/- per MT. The terms and conditions of the agreement are: -

i. The successful bidder shall carry out mining from Got Manglod Gypsum Mines including removal of overburden, excavation of Gypsum, Backfilling of Overburden, and Leveling

of Mined out land and water sprinkling including water arrangements. The mining operations will be carried out under overall supervision and control of RSMML.

ii. The successful bidder shall excavate gypsum directly from the working face and loaded into customer's trucks for onwards dispatches. **Screening, loading/unloading, stacking etc. will be carried out by the successful bidder on their own cost.**

iii. The repairing and maintenance of mines haul road/approach road to the nearest weighbridge (weighbridge must be within 5 Km radial distance from the Mines lease area) and coal tar road shall be the responsibility of the bidder.

iv. Work shall be carried out in accordance of approved scheme of mining with progressive mine closure plan approved by the Department of Mines & Geology and any deviation in annual plan shall be reported with justified reasons.

v. Successful bidder shall abide by all the statutes and norms applicable to mines. The decision and directives issued from time to time by RSMML for the mines in this regard shall be binding on the bidder.

vi. The bidding shall be based on highest facilitation fee per MT on Ex-Mines basis exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), Rajasthan State Mineral Exploration Trust (RSMET), processing fee, TCS, TDS, GST, land & crop compensation, applicable land tax and any other taxes/levies/fees as applicable from time to time which shall be paid additional on the prevailing rates.

vii. Taxes, duties, and any other levies etc. as applicable will also be payable by the bidder. Any revision / new imposition of duties, taxes, levies etc. ,hereinafter made applicable by the Government shall be paid by the successful bidder from the date of applicability and without any demur, dispute, and protest.

viii. It shall be the responsibility of successful bidder to take consent of landowner, wherever required, in favour of RSMML for mining of Gypsum at his own cost prior to start of mining operation in respective land. Bidder has to provide Name of khatedar, Khasra detail and area. After excavation of Gypsum, the successful bidder will provide the certificate of no claim obtained from private land owners/khatedars regarding no dues, leveling and back-filling of mined out land to RSMML for record and statutory compliance. Any dues/dispute/claim raised by the Khatedar after completion of mining will be the liability & responsibility of the successful bidder.

ix. *Bidder shall provide details/documents to mines manager about Name of khatedar, Khasra detail and the area before the commencement of mining in its land.*

x. *Successful bidder shall only deploy such machineries which are permissible under Mines Act & as per DGMS/IBM norms and its details shall be submitted to mines manager before deployment of the same at mines.*

xi. *Successful bidder shall carry out the mining in systematic and regular manner in uniform direction as detailed in approved mine plan/scheme of mining with progressive mine closure plan approved by the department of Mines & Geology. The overburden, /inter burden shall be concurrently backfilled and leveled in mined out area. It will submit monthly excavation details with area of excavation, name of khatedar, quantity of excavation and dispatched quantity from mines and land leveling certificate from respective khatedar and or The Mines Manager. Further, if it maintains stock at mines, then its location should be informed to RSMML. Scattered mining at different locations simultaneously in the area shall not be allowed.*

xii. *Successful bidder shall recover total marketable grade Gypsum from the land under working within the ML area. Bidder has to ensure by their own resources about availability of Gypsum & its purity during course of mining.*

xiii. The prospective bidders are advised to visit mines before financial bidding and assure themselves about geological details, statutory status of mine and working conditions of proposed mining lease areas in the Tender.

xiv. RSMML shall not be liable for any issues raised by the successful bidder pertaining to area, quantity, and quality of Gypsum available in the mines.

xv. The successful bidder shall obtain all required statutory permissions for RSMML like Approval of Scheme of Mining with Progressive Mine Closure Plan from Department of Mines & Geology, Govt. of Rajasthan(GoR), EC /Amendment in EC from State Environment Impact Assessment Authority, Rajasthan, Jaipur; Consent to Operate from RSPCB, HEMM deployment permission from DGMS etc. various statutory agencies; and statutory compliance like monitoring of air water and noise as per conditions of environmental clearance by The Ministry of Environment , Forest and Climate Changes, Govt. of India, New Delhi and consent to operate by Rajasthan State Pollution Control Board Jaipur, preparation of Monitoring report for respective Mines, statutory Drone survey required by DMG , GoR every year in April-May and also for Scheme of Mining with Progressive/Final Mine Closure Plan, Plantation with maintenance in excavated and reclaimed area etc. shall be carried out by the successful bidder at his own cost as per conditions laid down in the clearance/permission viz. SOM&PMCP/CTO/EC/HEMMP etc. issued by concerning authority.

xvi. If any penalty is imposed by the Government Departments on account of any violation/ illegal mining activities/ theft of mineral/Gypsum during the agreement period, then bidder has to reimburse the penalty amount to RSMML. Besides, the successful bidder would be required to pay the facilitation fee and other charges for any lost quantity of Gypsum.

xvii. If successful bidder found indulges in illegal mining activities in the allotted area, then penal action shall be taken against him as per provisions to the extent to termination of agreement & forfeiture of SD.

xviii. The successful bidders shall install/arrange his own weighbridge at Mines on land to be arranged by him at his own cost, within 5 KM (radial distance) from Mines lease area ,as per norms of RMMCR,2017 (under notification dated 03-01-2025) and time to time amendment there on .The weighbridge shall be computerized and supported by web camera, Electronic Identification System, Location tracking devices and Radio Frequency Identification Device (RFID) detection system etc., as per RMMCR,2017. *As per letter dated 08.05.2026 from department of mining and petroleum after 10.06.2026 only GPS/ RFID trucks are loaded and virtual tracking system installed weighbridge is allowed.* The weighbridge shall operate under supervision and control of RSMML and its maintenance charges shall be borne by the successful bidder/s only.

xix. The company would raise invoice for the Gypsum dispatched at a selling price which would include facilitation fee and other statutory taxes, duties and Royalty, contribution to DMFT, RSMET,GST or any other new levy/taxes etc. as applicable from time to time.

xx. Mining charge of Rs. 40/- PMT shall be reimbursed to co-operative society by RSMML on submission of bills duly verified by mines manager /engineer in charge.

xxi. In case of mining in government land Rs. 70/- PMT will be paid by the successful bidder to RSMML in addition to facilitation fees.

xxii. RSMML shall ensure the compliance of all statutory provisions in a supervisory role. However, successful bidder/s at their own cost shall obtain all Statutory Permissions/compliances for RSMML and shall not be entitled to claim any loss on account of delay in Statutory Permissions/clearances or violations by the concerned Government Department.

xxiii. The facilitation fees and other charges payable as per DLOA shall be paid by the bidder in advance on their monthly proposed targets of Gypsum production, procurement. The weight recorded at Weighbridge and mentioned in e-Ravanna shall be final for invoicing purposes.

xxiv. Mutual consent in the form of agreement duly notarized with khatedar to be obtained by bidder and pay land and crop compensation on their own cost.

xxv. The bidder shall be responsible for leveling and back filling of mined out area and required to obtain leveling certificate from concerned Khatedar before releasing Land & Crop Compensation to the Khatedar. RSMML will not be liable for any dispute in this regard.

xxvi. The bidder shall responsible for lifting of mined out Gypsum in their own name as trader / captive use

4.8 <u>(A) Statutory Permissions and Approvals</u>:

Whenever required or applicable under the prevailing laws, acts, and statutory rules—including RMMCR 2017 the contractor shall, at his own cost, timely prepare, facilitate, and submit all necessary documentation to the concerning government authorities under the signature of RSMML, and obtain formal approvals/clearances from the respective competent authorities. While the administrative and operational costs of processing, follow-ups, and documentation shall be borne exclusively by the contractor, all official statutory government fees will be deposited by RSMML. This responsibility covers, but is not limited to, the following statutory clearances:

- Mining Plan / Review of Mining Plan/ Scheme of Mining/ Closure Plans etc.: Formulation, modification, and approval of the Mining Plan/Scheme of Mining with Progressive Mine Closure Plan (PMCP) from the Department of Mines & Geology (DMG).
- Environmental Clearance (EC): Obtaining Environmental Clearances, EC Amendments, and managing periodic environmental monitoring compliances from the Ministry of Environment, Forest and Climate Change (MoEF&CC) or SEIAA.
- Consents under Pollution Norms: Securing Consent to Establish (CTE) and Consent to Operate (CTO) from the Rajasthan State Pollution Control Board (RSPCB).
- Other Statutory Permissions: Obtaining heavy earthmoving machinery (HEMM Permission) and related operational permissions from the Directorate General of Mines Safety (DGMS).
- Drone survey:- Statutory annual drone survey as per prevailing regulatory framework
- The statutory permission, license and registration if any under code on wages, 2019, Industrial Relation Code,2020, Code on Social Security,2020, Occupational Safety & Health and working conditions,2020.

(B) Penal action on non execution of statutory compliances:-

If successful bidder fails to comply statutory compliances than the same shall be executed by another means cover risk and cost of the successful bidder with additional 15 % of handling charges.

4.9 <u>Statutory Manpower</u>: -

The successful bidder shall deploy all required supervisory / statutory Manpower as required under MMR, 1961 and amended time to time. Minimum one Mines foreman and one Mining Mate shall be required with part time mechanical engineer amended time to time.

4.10 Other Responsibilities of Contractor

i. For transportation/dispatch of royalty paid mineral, e-Transit Pass/ Royalty receipt /e way bill , whichever is applicable, shall be issued to the registered dealer i.e. bidder by DMG on deposition of processing fee for each e-Transit Pass / Royalty receipt /e way bill , through e-payment. Its payment shall be made by bidder.

ii. The bidder shall be responsible for providing shelter, accommodation, drinking water, medical aid etc. to his /their employees at his own cost.

iii. The bidder shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.

iv. The bidder shall be responsible & liable for any accident & /or damage to equipment's, employees or any other third parties at the mine in course of performance of the job under this contract & consequence claims.

v. The bidder shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.

vi. 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.

vii. The bidder shall be fully responsible for any litigation on account of pollution due to excavation of Gypsum & abide pollution control norms

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

4.11 Penalty for non-Lifting of Offered Quantity:

From the date of commencement of production or 31st day of issuance of DLOA, whichever is earlier , successful bidder shall be responsible for off take of minimum 01 Lakh MT on half yearly basis.

The successful bidder will have to ensure that in case of any shortfall in a half year, Company will be entitled for imposing a pre-determined and agreed compensation @ Rs 100/- PMT of the actual short fall in quantity in that half year. The contractor has to deposit the penalty amount otherwise; no further CRO shall be released on non-deposition of compensation by the contractor. Quantum of compensation shall be calculated considering the applicable amount during that period multiplied by actual short fall quantity. The review of executed quantity for the purpose of calculation of compensation shall be made by maintaining daily stock register for recording opening and closing balance of the quantity dispatched from mines. The annual reconciliation of levying / waiver of compensation on the basis of records of stock register shall be made by the company.

4.12 Deposition of advance Payment to RSMML for purchase of Gypsum, issuance of Delivery Order (DO)/ Contract Release Order (CRO), invoicing etc

The facilitation fees and other charges as per DLOA shall be deposited by the successful bidder to RSMML in advance for their **Monthly proportionate targets** of finished Gypsum production and procurement. On receipt of such payment, RSMML shall issue a CRO to the

successful bidders for the required procurement quantity. Dispatches shall be executed at mines according to the CRO.

Advance payments shall be deposited by way of demand draft drawn in favour of M/s. Rajasthan State Mines & Minerals Limited, payable at Bikaner. The buyers shall also have the option of making e-Payment through RPP portal/NEFT/RTGS in the following bank accounts of M/s Rajasthan State Mines & Minerals Limited, Bikaner:

Bank Account Details of RSMML, SBU-Gypsum, Bikaner	
Beneficiary	Rajasthan State Mines & Minerals Limited
Bank	IDBI, Vyapar Udyog Bhavan, Opp. DRM Office, Modern Market, Near Tulsi Circle, BIKANER-334001, Rajasthan
IFS Code	IBKL0000105
A/C No.	105102000004022
MICR Code	334259002

Invoices/e-Invoice shall be raised by RSMML for agreed price on actual quantity of Gypsum despatched from the mines on daily basis or as the case may be. E-Way bill generation may be adopted during the supply period subject to change in criteria and guidelines by the Government.

4.14 Time Schedule

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

Issue of Tender document	13.10.2026
Date & time of Pre bid Meeting	on 26.10.2026 at 11:00 AM at RSMML, Corporate office, Udaipur
Last Date & Time for online submission of Bid	05.11.2026 upto 3:00 pm
Place of Physical Submission of Tender document fee, processing fees & Bid security	Office of the Group General Manager (Contracts) Corporate Office, RSMML
Place of Opening of Bids	Office of Group General .Manager (Contracts) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004
Date & Time of online Opening of Part-I	06.11.2026 at 3:30pm
Date, Time & Place of Opening of Financial Bids	To be notified later to the eligible bidders
Address for further query	Group General Manager (Contracts) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004 Email: contractsco.rsmml@rajasthan.gov.in Website:www.rsmm.com

FORMS OF THE TENDER DOCUMENT'

1	Annexure-I	Details of Bidder
2	Form-A	Letter of submission of Bid
3	Form-B	General information about the bidder
4	Form C	Declaration regarding assessment and satisfaction about nature, quantum, quality, extent and scope of the work involved in tender.
5	Form-D	Declaration regarding Price offer in Prescribed format and no condition is mentioned in Price Bid
6	Form-E	Exceptions & Deviations
7	Form-F	Undertaking for becoming member of Co operative society
8	Form-G	Power of Attorney for signing the documents
9	Form- H	Proforma for Price Bid
10	Annexure-II	Draft Format of Bank Guarantee for Security Deposit
11	Annexure III	Indemnification Bond
12	Annexure-IV	Draft forma of BG for Bid security.
13	Annexure-V	Draft Format Consent from Land owner/s
14	Annexure-VI-IX	Documents included in compliance of The Rajasthan Transparency in Public Procurement Act, 2012 & The Rajasthan Transparency in Public Procurement Rules, 2013

Annexure -I

PROFORMA FOR PROPOSAL AGAINST TENDER

1. **Details of Bidder**
   - Name of the Bidder
   - Type & Nature of Bidder
   - Address
   - Contact Person
   - Contact Telephone Number/ Mobile Number
   - E-Mail Address
   - Goods & Service Tax Registration No
   - PAN No.
2. Turnover
   i. Current certified turnover.
   ii. Total annual turnover in Rupees for the last four financial years
      - 2022-23:
      - 2023-24:
      - 2024-25:
      - 2025-26
   iii. Annual report including balance sheet for the last four financial years (i.e. 2022-23, 2023-24 2024-25 and 2025-26)
3. Organizational Structure
4. **Details of work executed in any mineral Mining & Trading:**

Year	Mining in metric tons	Trading in metric tons	Remark
2025-26			
2024-25			
2023-24			
2022-23			

Note: please attached documentary evidence to authenticate the data

5. **Own Manufacturing unit and business details if any**
6. **Details of Gypsum bearing land owned/consent from khatedar by the bidder at Got Manglod Gypsum Mines:**

S.No.	Name of Land owner/s	Khasra No.and area	Land owned /arranged through mutual consent with khatedar

7. **Any other relevant information if any**

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

Full name & Signature of bidder/s

Form –A

(on the letter head of the bidder)
Letter of submission of Bid

To,
The Group General
Manager(Contract)
Rajasthan State Mines & Minerals
Ltd.,
4, Meera Marg,
Udaipur-313004 (Rajasthan)

Sub: Proposal for "Selection of bidders for Supply of Gypsum by dedicating Got Manglod Gypsum Mines for consumers/traders.

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

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 e- tender, General Conditions of documents and papers.
3. I/We shall pay Penalty for non-lifting of offered quantity 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 Supply 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_____

FORM-B

(On the letter head of the bidder)

GENERAL INFORMATION ABOUT THE BIDDER

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

1	a) Name & full address of the bidder: b) Telephone/Cell Phone/fax numbers etc.	
2	a) Name and address of the Authorized contact person b) Cell Phone/ telephone no., E-Mail ID	
3	a. Amount of paid-up capital b. Name of Directors c. Date of registration of company d. Copy of memorandum and Article of Association.	
4	Date of Incorporation (enclose certificate of incorporation)	
5	PAN no. (Enclose Copy of PAN)	
6	GSTIN: - (Enclose Copy of GSTIN Certificate)	
7	Bidder's Bank account details.	
8	In case the bidder is related with any director or officer of the company, give declaration	

I/We hereby agree to abide by all the terms & conditions of the said bid notice given in by the attached sheets covering terms & conditions have been sealed and signed by us as a token of our acceptance of the terms & conditions mentioned therein.

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

Signature of Bidder with office seal

(On the letter head of the bidder) **FORM-C**

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

DECLARATION

We do hereby confirm and declare that we have independently inspected Gypsum Mining lease of Gypsum Unit of RSMML as offered for e- tender. 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.

We have assessed and satisfied our self as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the e-tender document, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of land, and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.

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

FORM-D

(On the letter head of the bidder)

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

DECLARATION

I/We have quoted the Price Offer in the prescribed format as per Form-H. We have not enclosed any additional condition and or deviations from the bid conditions along with "Price Bid". If any such additional condition and/ or deviation is found enclosed with the "Price Bid", then same may be treated as withdrawn from our side.

Signature of Bidder with office seal

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

Date:
Place

FORM-E

(On the letter head of the bidder)

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

EXCEPTIONS & DEVIATIONS

Following are the exception and deviations to the bid conditions:

S. No.	Page no. of Bid document	Clause No. of Bid document	Subject	Deviation

It is certified that no exceptions & deviations other than the above mentioned have been stipulated / mentioned anywhere else in the bid document.

Signature of Bidder with office seal
(Indicate capacity of the Bidder)
Partner/Manager/Director

Date:

Place

Form -F

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

UNDERTAKING

I…….age…..…years, resident of……..…as a proprietor/Partner/Director(as case may be)of M/s…… (name of Bidder), here by undertake that I shall become a member of the Cooperative Society, which shall be formed as per terms of tender incase work is awarded against the **E-tender-RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026**

-It is further undertaken that I will not resign from the society and shall continue as a member till the completion of the said work.

Place:
Date

Signature with seal

Name

FORM-G

(On appropriate non –judicial stamp paper)

FORMAT OF POWER OF ATTORNEY

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

.

Power of Attorney for signing of Bid

Know all men by these presents, We, (name of the Company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorized Mr. / Ms (Name), son/daughter/wife of_____ and presently residing at , who is [presently employed with us and holding the position of [ ], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the RSMML.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE NAMED DIRECTORS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2026

For_____

_____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

FORM -H (BOQ)

PERFORMA OF PRICE OFFER

(To be submitted online only in the prescribed BOQ format available for downloading on https://eproc.rajasthan.gov.in)

E-tender- RSMM/CO/GGM(Cont)/Cont-23/2026-27 Dated 13.10.2026

-This part of tender should contain the 'PRICE BID' only and should be submitted online in the prescribed format available at website.

Brief description of Work	Name of Mines	Quoted facilitation fee in Rs
Bid Price/Facilitation Fee The bidder shall quote facilitation fees in multiple of Rs 1 Per MT only for offtake of Gypsum as per e tender document. (bidder shall not quote in paisa)	Got Manglod Gypsum Mines, Tehsil- Jayal/Deh, District –Nagaur	Bid Price……Rs/ PMT in figure. Bid Price …… …….Rs/PMT in words.

Note:

I. Bidder must enter the bid price in figures & words.

II. The floor price in the bid is Rs 222/- PMT, offer below this rate is not acceptable.

III. Quoted facilitation fee is on Ex-Mines basis exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), Rajasthan State Mineral Exploration Trust (RSMET), processing fee, Land and crop compensation, TCS, TDS, GST, applicable land tax and any other taxes/levies/fees as applicable from time to time which shall be paid additional by the bidder on the prevailing rates.

IV. Mining charge of Rs.40/- PMT shall be reimbursed to Cooperative society by RSMML on submission of bills duly verified by Engineer In Charge/ Mines Manager of Got Manglod Gypsum Mines.

V. In case of discrepancy in words & figures, higher of the two will be taken as quoted value.

Signature of Bidder with office seal

Date:
Place

Annexure-II

Draft Format for Bank Guarantee for security deposit to be submitted by the Bidder.

(To be issued by a Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its branch at Udaipur /Bikaner on appropriate value of non-judicial stamp paper)

B.G. _____ Dated / /2026.

This Deed of Guarantee made between a 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 C-89/90 LalKothi Scheme, Janpath, Jaipur and successors and assignees (hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. a company/ partnership firm __(address of registered/ H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Bidder) from the demand under the terms and conditions of Detailed letter of acceptance no. dated_____ issued in favour of the Bidder and agreement dated entered into between RSMML and M/s _____ (Bidder), hereinafter called 'the said Detailed letter of acceptance" 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 Detailed letter of acceptance on production of unconditional and irrevocable Bank Guarantee for Rs. _____ (Rs.)

Now this deed witnessed that in consideration of said bank having agreed on the request of the Bidder 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 Bidder of any of the terms and /or conditions contained in the detailed letter of acceptance. 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 Bidder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Bidder 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 Bidder of any of the terms and condition contained in the said Detailed letter of acceptance by reason of the said Bidder's failure to perform the covenants contained in said Detailed letter of acceptance. 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. .

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 Detailed letter of acceptance have been fully and properly carried out by the said Bidder 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.

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 Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Bidder 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 Bidder. Any letter of demand delivered at the banks above branch/divisional office or Bikaner/Udaipur branch office under the signature of the company's Financial Advisor and/or Head of SBU&PC Gypsum or any of the Directors shall demand to be sufficient demand under this guarantee

.

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 theterms and conditions of the said Detailed letter of acceptance or to extend time ofperformance by the said Bidder 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 Bidder and to forbear or enforce any of the terms and conditions relating to the Detailed letter of acceptance and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act, or omissions on the part of the company or any indulgence of the Company to the said Bidder 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.

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 Bidder or ourselves or liquidation or winding up or dissolution or insolvency of the Bidder 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.

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 Bidder and this guarantee shall be in addition to any such guarantees.

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

The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated granted to him by the bank. For the purpose of enforcing legal rights in respect of this guaranteed Bikaner 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 Rajasthan executed at ……this day of ……..

Annexure-III

INDEMNIFICATION BOND

Rajasthan State Mines & Minerals Limited had awarded the work for "…… ……" vides DLOA No. "…… …… … ", dated …….. for a tendered quantity of …… for a period of ……years with effect from the date of issuance of DLOA i.e……. to …… @ Rs……../-.

We, M/s ……..., had paid all the land & crop compensation to all the land owners/Khatedars from we had made agreements during the currency of above said contract and no liabilities in this respect is due as on date.

We also write to inform that except total amount of full and final payment of Rs.……(Rupees…… …… ……...); nothing is due in RSMML against our said contract.

We, M/s …… indemnify R.S.M.M. Ltd. to recover any amount related to land & crop compensation as stated above or every sort that may be legally incurred in respect of awarded contract.

Place: - …….
Date: -…….

For and on behalf of

M/s ……..

Annexure-IV

PROFORMA OF GUARANTEE BOND FOR Bid Security/ EARNEST MONEY DEPOSIT

(To be issued by a any Public sector Bank / Private Sector bank as per schedule II of RBI / Au small finance bank having its Branch office at Udaipur/Bikaner on non-judicial stamp paper of 0.25% of BG value subject to maximum of Rs. 25000/- on appropriate value under Indian Stamp Act prevailing on the date of issuance of BG /-)

B.G. No. _____ Dated _____

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

Whereas the company having agreed to furnish BG for Bid Security/ EMD from M/s
a company/ partnership firm (address of registered / H.O.) wherever the context so require includes its successors and assignees (hereinafter called 'the Bidder') from the demand under the terms and conditions of e-Tender No. RSMM/CO/GGM(C)/……/……. Dated: for "….. (hereinafter called 'the said Tender) of Earnest Money Deposit to be paid in cash or by Demand Draft for the due fulfillment by the said Bidder of terms and condition contained in the said tender on production of unconditional and irrevocable Bank Guarantee for Rs. …….
Now this deed witnesseth that in consideration of said bank having agreed on the request of the Bidder to stand as surety for payment of Rs as Earnest Money deposit to the company
subject to the following conditions.

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

We, (bank) do hereby undertake without any reference to the Bidder or any other person and irrespective of the fact whether any dispute is pending between the company and the Bidder 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 Bidder of any of the terms and condition contained in the said tender by reason of the said Bidders failure to keep the said tender open. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. …….

We, (bank) further agree that the guarantee hereinabove contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable the said tender till the said tender is finally decided and order placed on the successful Bidder and / or till the company certifies that the terms and the conditions of the said tender have been fully and properly carried out by the said Bidder and accordingly discharges the guarantee, unless a demand or claim under this
guarantee is made on the bank in writing on or before , the bank shall be discharged from
all liability under this guarantee thereafter unless otherwise further extended by the bank. Any letter of demand delivered at the bank's above branch/ divisional office or /BikanerUdaipur branch office under the signatures of the company's F.A or GGM(Cont.) / Head (Cont) shall be deemed to be sufficient demand under this guarantee.
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 Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Bidder 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 Bidder

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 Bidder or ourselves or liquidation or winding up or dissolution or insolvency of the Bidder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment of amount not exceeding Rs is made by the Bank.

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

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

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

For the purpose of enforcing legal rights in respect of this guarantee Udaipur/Bikaner courts in the state of Rajasthan along shall have jurisdiction

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

Annexure-V

सहमति–करार पत्र
(नॉन ज्यूडिशियल स्टाम्प पत्र पर)

मैं .....पुत्र श्री .....उम्र.....जाति .....निवासी .....तहसील.....जिला.....
..का हूँ, जो कि शपथ पूर्वक बयान करता हूँ कि

1 यह है कि मेरे नाम से खातेदारी कृषि भूमि चक..... के मुरब्बा न..... तहसील ..... जिला ..... में कुल .....बीघा कमाण्ड/अनकमाण्ड भूमि स्थित है।

2 यह है कि उक्त भूमि पर मैं पूर्ण रूप से कब्जा काश्त हूँ व उक्त भूमि RSMML की गोठ मांगलोद जिप्सम लीज क्षेत्र में आती है।

3 यह है कि RSMML द्वारा गोठ मांगलोद जिप्सम लीज में जिप्सम सप्लाई का टेण्डर जारी किया हुआ है इस टेण्डर में कार्य करने के लिये फर्म मैसर्स ..... को उक्त भूमि..... मे जिप्सम खनन कार्य, टेण्डर की शर्तो के अनुसार करने के लिए सहमति प्रदान करता हूँ।

4 यह है कि यदि फर्म मैसर्स ..... को RSMML द्वारा जारी टेण्डर के तहत कार्यादेश जारी किया जाता है तो मै अपनी उक्त खातेदारी भूमि..... इस फर्म को खनन कार्य हेतु सुपुर्द करने के लिये पाबंद रहूंगा।

5 यह है कि उपरोक्त वर्णित तथ्य पैरा सं 1 से 4 तक मेरे जानकारी अनुसार सही व सत्य है। ईश्वर मेरी मदद करे।

सहमति प्रदान करने वाला सहमति प्राप्त करने वाला

Annexure-VI

Compliance with the Code of integrity and No Conflict of Interest

(Annexure-a: as per RTPP Act & Rules)

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 afinancial or other benefit or avoid an obligation.

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair thetransparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidderswith 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 moreparties 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 thesame 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

Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity

as engineer-in-charge/consultant for the contract

Annexure-VII

Declaration by the Bidder regarding Qualifications
(Annexure-b: as per RTPP Act & Rules)

Declaration by the Bidder

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

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

Date Signature of bidder

Place Name:

Designation:

Address

Annexure-VIII

Grievance redressal during procurement process

(Annexure-c: as per RTPP Act & Rules)

The designation and address of the First Appellate Authority is –
Principal Secretary
Mines & Petroleum Department,
Government of Rajasthan,
Jaipur-302005

The designation and address of the Second Appellate Authority is –
Principal Secretary
Finance Department,
Government of Rajasthan,
Jaipur-302005

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omissionof the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority,as specified in the Bidding Document within a period of ten days from the date ofsuch 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 filedonly by a Bidder who has participated in procurement proceedings:

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

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

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

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to thefollowing 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 secondappeal 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 ofScheduled 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 AppellateAuthority, 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 tothe 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

Form No.1

(See rule 83)

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

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

1. Particular of appellant:

   (i) Name of the appellant:

   (ii) Official address, if any:

   (iii) Residential address:

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

(i)

(ii)

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

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

5. Number of affidavits and documents enclosed with theappeal:

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

7. Prayer:

…… ….

……
……
……...

Place ……..

Date ……..

Appellant's Signature

Annexure-IX

Additional Conditions of Contract

(Annexure-d: as per RTPP Act & Rules)

1. **Correction of arithmetical errors**

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

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the highest 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 valueof 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