



**Rajasthan State Mines & Minerals Ltd.
(A Government of Rajasthan Enterprise)
4, Meera Marg, UDAIPUR 313 004**

E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

**E-TENDER For
Short Term Supply of ROM Gypsum from Larawala Gypsum Mines
for Consumers/Traders**

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

Date of Downloading of Tender: From 20.02.2025 to 11.03.2025 up to 1:00 pm

Last Date of Online Submission of Tender 11.03.2025 up to 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 12.03.2025 at 3:30 PM

Issued by

Group General Manager (Contract)

Rajasthan State Mines & Minerals Ltd.,

4-Meera Marg, Udaipur-313004, Rajasthan.

Phone: 0294 - 2428743, 2428764-67, Fax: 0294 - 2428739

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,

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E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25

Dated 20.02.2025

e-DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Details of Mines	Bid Security/EMD (Rs.)
Short Term Supply of ROM Gypsum	Larawala Gypsum Mines Tehsil- Bajju, District- Bikaner	Rs. 3.98 lakh
Period of Contract		12 months
Cost of tender document is Rs 4720 (inclusive of GST) is payable in cash or by D.D. in favour of "RSMM Ltd., Udaipur.		
Processing Fee Rs.2000- payable by D.D. in favour of MD,RISL payable at Jaipur.		
Period of downloading of documents	From 20.02.2025 to 11.03.2025 up to 1.00 P.M.	
Last date & Time of online Submission of Offer	Dated 11.03.2025 . up to 3.00 PM.	
Date of opening of opening of techno Commercial Offer Udaipur.	Dated 12.03.2025 up to 3.30 PM. at C.O.,	

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

- (i) For Turnover:** Tenderer should have minimum turnover of Rs. 99.50 Lac in any of the last three Financial Years i.e., 2021-22, 2022-23 & 2023-24
- (ii) Mining and Trading Experience –** Mining/ Trading experience of any mineral of minimum 0.25 Lac MT in any of last three FY 2021-22, 2022-23 & 2023-24. Experience of outside India will also be considered subject to submission of requisite apostille document for establishing the pre- qualification criteria.

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

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

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

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

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

The company reserves the right to accept or reject any or all offers without assigning any reason. Also, the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

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

Group General Manger (Contracts)

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

SECTION- I

1.1 Background

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

1.2 Purpose of Tender, Short Term Supply Agreement

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in>, for following works.

The company has envisaged to supply ROM Gypsum from Larawala Gypsum Mines under the options for consumers as well as traders. Accordingly, RSMML invites proposal from interested parties for entering into a short-term agreement with RSMML for Procurement of Gypsum after excavation of Gypsum (ROM) by them through Co- Operative Societies (registered under Rajasthan Co-operative society act 2001 or any other Co-operative society act of India) on the basis of highest facilitation fee quoted by them.

Brief Details and Status of Larawala Gypsum Mines

Name of Mines	Larawala Gypsum Mines	
Mining Lease No.	43/2005	
Mining Lease Period up to	03.02.2061	
Location of mines	Village	Larawala
	Tehsil	Bajju (old tehsil Kolayat)
	District	Bikaner
Distance from district Headquarter/ Nearest town	125Km. from Kolayat	
	140 Km from Bikaner District HQ	
Total Mining Lease Area (hectares)	498.50 Hectare	
Production Capacity as per EC in lakh metric ton per annum	5.88 Lakh ton per annum	
Proposed production quantity for contract period	1.00 Lakh metric ton	
Minable Reserves in lakh metric ton	~13.28 Lakh ton	
Avg. Grade of ROM Gypsum %..... CaSO ₄ .2H ₂ O	~68.72%	
Validity of Environmental Clearance (EC)	04.08.2040	
Validity of Consent to Operate (CTO)	31.08.2027	
Validity of Mining Plan/Scheme of Mining.	31.03.2029	

1.1 Online Tender to be furnished.

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

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

1.3 Prequalification Criterion / Eligibility Criteria

As per DNIT

1.2 Bid Security:

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

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

1.3 Last date for submission of offer: -

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

1.4 Scope of Work & Guidelines

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 199 per tone. The terms and conditions of the short-term agreement are: -

- i. The successful bidder shall carry out mining from Larawala 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 customers trucks for onwards dispatches. Screening, loading/unloading, stacking etc. will be carried out by the successful bidder on their own cost.
- iii. The bidder shall arrange for internal transportation of ROM/Gypsum by deploying man with machine at his own cost up to ROM stock yard.
- iv. For recovery of Gypsum from ROM, the bidder will make their own arrangement for mechanized processing of ROM within mines at suitable location.
- v. The repairing and maintenance of mines haul road/approach road to the nearest WB and coal tar road shall be the responsibility of the bidder.
- vi. 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.
- vii. 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.
- viii. The bidding shall be based on highest facilitation fee per MT on Ex-Mines basis inclusive of mining, processing and loading charges but exclusive of Royalty, Contribution to District Mineral Foundation (DMFT), Contribution to Rajasthan State Mineral Exploration trust (RSMET), TCS, GST and any other taxes/levies as applicable from time to time which shall be paid additional on the prevailing rates.
- ix. 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.
- x. The contract will be operated in the Khatadari land only. It shall be the responsibility of successful bidder to take consent of khatedars/stakeholder, 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.
- xi. *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.*
- xii. *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.*
- xiii. *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,/interburdenshall be concurrently backfilled and levelled 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 levelling certificate from respective khatedar. 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.*
- xiv. *Successful bidder shall recover marketable grade Gypsum (Plus 60% CaSO₄ 2H₂O Gypsum purity) 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. The below 60% CaSO₄ 2H₂O purity of Gypsum will be mined out by M/s. Wonder Cement Limited as per Long-Term Gypsum Supply agreement with them for their captive use as cement grade Gypsum subject to mutual consent of both.*
 - xv. 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.
 - xvi. 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.
 - xvii. 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.
 - xviii. If successful bidder found indulges in illegal mining activities at Larawala Gypsum Mines, then penal action shall be taken against him as per provisions to the extent to termination of agreement & forfeiture of SD.
 - xix. The successful bidders shall install/arrange his own weighbridge authorized and allowed by the Department of Mines & Geology at Mines/nearby area on land to be arranged by him at his own cost as per norms of RMMCR,2017 (under notification dated 03-01-2025) and time to time amendment there on .The weighbridge shall be computerised and supported by web camera, Electronic Identification System, Location tracking devices and Radio Frequency Identification Device (RFID) detection system etc., as per RMMCR,2017.The weighbridge shall operate under supervision and control of RSMML and its maintenance charges shall be borne by the successful bidder/s only.
 - xx. 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.
 - xxi. 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.
 - xxii. RSMML shall ensure the compliance of all statutory provisions as supervisory role in the operations. However, bidder/s shall assist RSMML in obtaining Statutory Permissions/compliance and not entitled to claim any loss on account of delay in Statutory Permission/clearances of the 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 WB (either RSMML's or Bidders own 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.

1.5 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 proposed 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 short-term supply period subject to change in criteria and guidelines by the Government.

1.6 Time Schedule

Online tender are invited in electronic form through <https://eproc.rajasthan.gov.in>.

The time schedule for bid process is as follows:

Issue of Tender document	20.02.2024
Last Date & Time for online submission of Bid	11.03.2025 .upto 3:00 pm
Place of Physical Submission of Tender document fee, processing fees & Bid security	Office of the GGM (Contract) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004
Place of Opening of Bids	Office of GGM (Contract) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004
Date & Time of Opening of Part-I	12.03.2025 at 3:30pm
Date, Time & Place of Opening of Financial Bids	To be notified later to the eligible bidders
Address for further query	GGM (Contract) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004 Email: contractsco.rsmml@rajasthan.gov.in Website: www.rsmm.com

SECTION-II

DEFINITION AND DECLARATION BY THE BIDDER

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

- 21.1 “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.
- 21.2 “Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in office.
- 21.3 “Appointing Authority”** shall mean the Managing Director of the company.
- 21.4 “Head & In-charge, SBU&PC (Gypsum)”** shall mean Group General Manager (Gypsum)/ In-charge of RSMML's SBU & PC-Gypsum Division or his successors in office so designated by the company
- 21.5 “Agent”** shall mean the person designated for mines under applicable statutory provisions so notified by the company.
- 21.6 “Mines Manager”** shall mean the person appointed under Mines Regulation, 1957 for company's Gypsum Mines.
- 21.7 “Nodal Officer/ EIC (Engg. In-charge)”** shall mean the officer of the Company specifically authorized for enforcing the agreement on behalf of the Company.
- 21.8 “GGM (Contract)”** shall mean In-charge of Contract Division C.O. Udaipur or his successors in office so designated by the company.
- 21.9 “Mines”** shall mean Company's Gypsum mines.
- 21.10 “Area”** shall mean lease area of Gypsum Mining Lease of RSMML offered for RFP.
- 21.11 “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.
- 21.12 “Bid Price/ Facilitation Fees”** shall mean an amount quoted by bidder & shall be payable to RSMML by bidder on per MT Gypsum dispatched from the area as quoted by the bidder in the price format are inclusive of mining operations, Land & Crop Compensation (L&C) to the Khatedars but exclusive of Royalty, Contribution towards DMFT, Contribution to Rajasthan State Mineral Exploration Trust (RSMET), TCS, GST & other levies except premium charges for extension of mining lease period, applicable at the time of dispatches.
- 21.13 “Successful Bidder”** shall mean the bidder declared successful as a result of the bidding process and with whom the Short-term Supply Agreement is signed.
- 21.14 “Detailed Letter of Acceptance (DLOA)”** shall mean intimation by RSMML vide letter/email/ fax to bidder that their bid has been accepted.
- 21.15 “Agreement”** shall mean the short-term supply Agreement signed between the RSMML and the selected bidder for supply of Gypsum.
- 21.16 “Alteration/ Variation Order/ Amendments”** means, any order/ amendments issued by in writing by 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.
- 21.17 “Approved”** shall mean approved in writing by the Company or any other officer so designated by the Company.

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

21.19 “Gypsum” shall mean run of mine of mineral Gypsum

21.20 “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 Declaration by the Bidder

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

2.2.1 We do hereby confirm and declare that we have 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 Tenderer & General Conditions

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

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

3.3 Tender Procedure

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

3.4 Tender Document Fee

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

3.5 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs2000./-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-313001 before the date and time of submission.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- d) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender,

their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

3.6 A group company can submit single bid for requirement of all its units.

3.7 Part I - "Techno Commercial offer"

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

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

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

3.7.3 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.

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

3.7.5 Exceptions & Deviations as per bid conditions in **Form-D**. Exception and deviations made elsewhere in the offer shall be ignored. However, it will be desirable that deviations are avoided as far as possible and rate offer be made based upon terms & conditions of Tender. No exception and deviation or any condition should be mentioned in price bid. The exceptions & Deviations, if mentioned by the bidder shall be accepted/rejected by RSMML at its sole discretion.

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

3.7.7 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.

3.7.8 Tenderer should submit an undertaking on non-judicial stamp paper for formation of a co-operative Society as per Form -E of tender (from proprietor/all partners/all directors as the case may be).

3.7.9 The Bidder is required to submit legal documents pertaining to Gypsum bearing land owned or consent from Khatedar within Larawala Mines Lease to ascertain possession of Land at Annexure IV.

3.8 Part II - "Financial Offer"

3.8.1 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 tenderer is to quote the rate only for the relevant part of BOQ ,as provided in 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 lowest offered rate.

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

3.8.3 While quoting the price under this part, the tenderer is deemed to have confirmed that the price quoted are for the total scope of work as described in the tender document and as required to be executed for site requirement.

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

3.8.5 The Facilitation fee is to be quoted strictly in the price format online. 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. 199 per metric ton.

3.8.6 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.

3.8.7 Sale of Gypsum is on ex-mines basis.

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

3.9 **Split contract** - Management reserves the right to split tender amongst the bidders on highest facilitation fees under the situations as mentioned in Section -8 of the RTPP Act-2012.

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 Security Deposit

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

3.13.1 The selected bidders shall furnish a Security Deposit equivalent to 10% value or prevailing value in future announced by Govt., of offer calculated on the Facilitation fee agreed by RSMML in form of Bank Guarantee/ Demand Draft in favour of RSMML /Online Transfer within 30 days from the date of issuance of LOA/DLOA by RSMML. ***In case government revises the prevailing value then the same shall be payable by the successful bidder from the date of applicability.*** The calculation for security deposit shall be as follows: -

10 % Value of offer = (Minimum Quantity X Facilitation fees quoted by bidder in Rs/MT X Period of Agreement) x10%.

3.13.2 The Bank Guarantee shall be provided only in the approved format of the RSMML as prescribed in the annexure 1, from public sector banks and private banks as per schedule II of the reserve bank of India Act, 1954 or from AU Small finance bank having its branch at Bikaner. No amendment in this format shall be acceptable to the Company. The Bank Guarantee shall be valid for the entire Agreement period and/or extended period, if any, plus a grace period of six

months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.

- 3.13.3** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company should the bidder, either fail to fulfill the obligations or fail to settle in full, his dues to the Company or non-signing of the agreement within stipulated period.
- 3.13.4** The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the Agreement.
- 3.13.5** In case the Bank Guarantee is invoked for any reason/s, the bidders are required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 3.13.6** In the event of security amount at any time during the currency of the Agreement falling short of the specified amount, the bidders shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified.
- 3.13.7** No interest is payable on Security Deposit amount.
- 3.13.8** The Security deposit submitted by the bidder shall be refunded on completion of work after the submission of "No claim and No dues Certificate" to the Company.

3.14 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

- 3.16.1** The successful bidder will be selected on the basis of the highest facilitation fees(H-1) quoted by the bidders; The Bidder shall quote the facilitation fees not less than Rs 199 per ton and in multiple of Rs. 1/MT.However,
- 3.16.2** The company reserves the right for following
- I. to accept or reject any or all the bids, in part or in all, without assigning any reason there to: -

- II. In case of receipt of highest facilitation fees(H-1) from more than one bidder, the Management reserves the right to split the contract amongst the bidders.
- III. To award the work to more than one bidder on highest facilitation fees basis.
- IV. Not to accept the highest bid or assign reasons for not accepting the highest bid.
- V. To reject the bid, if it is established that the bidder has submitted any wrong/misleading information & forged document along with offer or thereafter.
- VI. 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.
- VII. 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 Period of the Agreement

The Time period of agreement shall be 12 (**Twelve**) months from the date of commencement of production at mines or up to closure of mine, whichever is earlier and the same may be extended for 06 months as per availability of mineral and performance of the contract. The bidder will not claim any compensation for non-operation of mines for the period between signing of agreement and getting all statutory clearances from DGMS/SEIAA/RSPCB/DMG etc. wherever required for operation of mines.

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 quarterly 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. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.

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 **Gypsum bearing land owned/consent from Khatedars within the Larawala Gypsum Mines area:-** The successful bidder shall provide ownership of land /mutual land consent agreement of minimum 25 Bigha Gypsum bearing at Larawala Gypsum Mines at the time of execution of agreement..
- 3.19.4 The short-Term Agreement shall consist of -
 - I. An agreement on non-judicial stamp paper of appropriate value.

- II. Tender and related documents discussed in the process of finalization of short-Term Agreement.
- III. Letter of Intent & Detailed Letter of Intent/Work order.
- IV. Agreed Variation, if any,
- V. any other document as mutually agreed.

Note : Subject to the available quality of Gypsum, the bidder may require to execute land consent agreement with *khaterdar*, *existing contractor* and Mines Manager of RSMML jointly.

3.20 Major terms & Condition of the work.

- 3.20.1 The successful bidder will be selected on the basis of the highest facilitation fees quoted by the bidders.
- 3.20.2 It is proposed to provide opportunities to all bidders who are interested in short term agreement for taking ROM Gypsum from Larawala Gypsum Mines.
- 3.20.3 The bidder will be required to off take minimum 1.00 lac metric ton Gypsum in contract period of 12 months from Larawala Gypsum Mines.

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

In view of prohibition of employment of contract labour in Gypsum raising including breaking, sizing, sorting etc. under the Contract Labour (Regulation and Abolition) Act, 1970; this tender has been called from Co-operative Societies which are registered under the Co-operative society act 2001 or any other Co-operative society act of India or who forms the Co-operative society 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

3.22 Maintenance & Submission of Records, Reports & Registers.

- 3.22.1 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 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.
- 3.22.2 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 be deployed at site before commencement of the work.
- 3.22.3 On commencement of work, initial medical examination certificate and training certificate as per vocational training rules applicable for mines, as required is to be submitted.
- 3.22.4 Samples of Gypsum produced and dispatched shall be collected under the supervision of Mines Manager/Mines Staff of RSMML by the bidder's authorized qualified person and same shall be analyzed at RSMML's Laboratory. If Third Party Public Analyst appointed by RSMML for sampling and analysis work the contractual cost will be reimbursed by bidder to RSMML.
- 3.22.5 However, bidder cannot claim / raise any dispute on the results of samples as mining operations shall be undertaken by the bidder/s themselves. Selective mining shall not be allowed by RSMML.

3.23 Working Hours:

- 3.23.1 The work shall be carried out during day light hours .

3.24 Liabilities in Respect of Bidder's Machinery etc.

- 3.24.1 **FIRE EXTINGUISHERS:**

Equipment's 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.

3.24.2 DUST SUPPRESSION: (by water sprinkling)

The bidder shall have to take effective measures at its own 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.

3.24.3 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.

3.24.4 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.

3.24.5 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.

3.24.6 Digital aerial images and Drone survey of mining lease area:- The 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.

3.24.7 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 proportionately for the area operated by them for mining of Gypsum on cumulative basis for the area and period of agreement under the Tender

3.24.8 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.

3.24.9 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.

3.24.10 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.

3.24.11 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 vent of his failure to do so, the same may be removed and disposed of by the Company at the Bidder expenses

3.25 Other Responsibilities of Contractor

3.25.1 The bidder, if participating as trader require to get registration with DMG as trader/consumer 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 destination of Gypsum produced from the Mines for the issuance of Rawanna where the material shall be dispatched from the mines.

3.25.2 For transportation/dispatch of royalty paid mineral, e-Transit Pass/e-way bill (whichever applicable) shall be used by the bidder with due permission from DMG on their own cost.

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

- 3.25.4 The bidder shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- 3.25.5 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.
- 3.25.6 The bidder shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.
- 3.25.7 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.
- 3.25.8 The bidder shall be fully responsible for any litigation on account of pollution due to excavation of Gypsum & abide pollution control norms
- 3.25.9 The bidder shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any.

3.26 Penalty for non-Lifting of Offered Quantity:

- 3.26.1 From the date of commencement of production, selected bidder shall be responsible for off take of minimum 1.00 lac metric ton Gypsum in contract period of twelve months.
- 3.26.2 The Co-operative Society will have to ensure that in case of any shortfall in a quarter, the same shall be made up in the next quarter. Company will be entitled for imposing a pre-determined and agreed **compensation @ Rs 100/- PMT** of the actual short fall in quantity in one quarter and retain it from the invoice of the bidder. The retained amount would be released, if the bidder makes up the short fall of that quarter in the immediate next quarter. Quantum of compensation shall be calculated considering the applicable amount during that period multiplied by actual short fall quantity. The compensation will be recovered by way of deduction from the running account bills payable to the co-operative society/bidder or any other amount due to the co-operative society/bidder. 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.
- 3.26.3 The company may at its sole discretion get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the co-operative society/bidder and in that event, the company shall be entitled to recover from it the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

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 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

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 Price offer in Prescribed format and no condition is mentioned in Price Bid
5	Form-D	Exceptions & Deviations
6	Form-E	Undertaking for becoming member of Co-operative society
7	Form-F	Power of Attorney for signing the documents
8	Form-G	Proforma for Price Bid
9	Annexure-II	Draft Format of Bank Guarantee for Security Deposit
10	Annexure III	Indemnification Bond
11	Annexure IV	Documents of Gypsum bearing land owned/consent from khaterdar by the bidder at Larawala Gypsum Mines.

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 three financial years
 - 2021-22:
 - 2022-23:
 - 2023-24
- iii. Annual report including balance sheet for the last three financial years (i.e., 2021-22, 2022-23, 2023-24)

3. Organizational Structure**4. Details of work executed in any mineral Mining & Trading:**

Year	mining in MT	Trading in MT	Remark
2023-24			
2022-23			
2021-22			

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 Larawala Gypsum Mines:****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

With the seal

(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 Short Term Supply of Gypsum from Larawala Gypsum Mines for consumers/traders.

E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

Dear Sir,

1. We hereby bid my/our offer for execution of the above-mentioned subject and work details mentioned under the scope of work of the bid document. I/we have carefully examined the documents connected with the above work and agree to abide by the same.
2. We agree to carry out the activities as per the Tender documents within specified period in accordance with 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 Short Term 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 _____

(On the letter head of the bidder)

GENERAL INFORMATION ABOUT THE BIDDER

E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

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

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

Date:
Place

(On the letter head of the bidder)

E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

DECLARATION

I/We have quoted the Price Offer in the prescribed format as per Form-F. 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

(On the letter head of the bidder)

FORM-D

E-tender- RSM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

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:

(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 tenderer), here by undertake that I shall become a member of the Co operative Society, which shall be formed as per terms of tender incase work is awarded against the E-tender-RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

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

(On appropriate non-judicial stamp paper)
FORMAT OF POWER OF ATTORNEY

E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025
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, 2025

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*

PERFORMA OF PRICE OFFER

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

E-tender- RSMM/CO/GGM(Cont)/Cont-25/2024-25 Dated 20.02.2025

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 /-
<p><u>Bid Price/Facilitation Fee</u></p> <p>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)</p>	<p>Larawala Gypsum Mines, Tehsil- Bajju, District- Bikaner</p>	<p>Bid Price.....Rs/PMT in figure. Bid PriceRs/PMT in words.</p>

Note:

- I. Bidder must enter the bid price in figures & words.
- II. The floor price in the bid is Rs 199/- PMT, offer below this rate is not acceptable.
- III. Quoted facilitation fee is on Ex-Mines basis inclusive of mining charges @ Rs 40/- PMT, expenses on obtaining all statutory clearances etc but exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), Rajasthan State Mineral Exploration Trust (RSMET), processing fee, TCS, TDS, GST, proportionate land tax and any other taxes/levies/fees except premium charge for Mining Lease period extension as applicable from time to time which shall be paid additional on the prevailing rates.
- IV. In case of discrepancy in words & figures, higher of the two will be taken as quoted value.

Signature of Bidder with office seal

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

Date:
Place

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

(To be issued by a Scheduled Bank (Public Sector Bank)/as per schedule II/ Au small finance bank of the reserve bank of India, Act, 1954 having its Branch office at Udaipur/Bikaner on appropriate value of non-

judicial stamp paper)
B.G. _____ Dated _____ //2023.

This Deed of Guarantee made between a Scheduled Bank (Public Sector Bank/ public sector banks) and as per schedule II of the Reserve bank of India Act,1954 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 the terms and conditions of the said Detailed letter of acceptance or to extend time of performance 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 Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____ (designation)
_____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the State of executed at
this the day of 2023.

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