

Rajasthan State Mines & Minerals Ltd.

(A Government of Rajasthan Enterprise)

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Dated Apr 21, 2016

APPOINTMENT OF SELLING AGENCIES FOR SALE OF “RAJPHOS” FOR DIRECT APPLICATION IN ACIDIC SOILS

Rajasthan State Mines & Minerals Ltd., a premier state owned enterprise of Govt. of Rajasthan engaged in mining & marketing of Industrial Minerals namely Rockphosphate, Gypsum, SMS Grade Limestone and Lignite now invites proposals from selling agencies dealing in fertilizer trade duly registered as per The Fertiliser (Control) Order, 1985 for sale of its product “**RAJPHOS**” (18% P₂O₅ Rockphosphate), a direct application fertilizer used in Tea/Coffee/Rubber/Coconut plantation *etc* specially for acidic soils. Interested selling agencies having requisite competence and resources may submit their proposal as per enclosed "terms and conditions for sale of RAJPHOS" with following details to the undersigned.

1. Attested Copy of valid registration as per FCO, where the party is presently operating.
2. Signed and stamped detailed terms and condition document, along with duly filled in form–A.
3. **State-wise** Keenness Money (Refundable) of Rs 50,000/- only by DD in favour of RSMM Ltd. payable at Udaipur. If a selling agency wishes to operate in more than one state, they shall submit separate DD for Rs 50,000/- for each state.
4. Copy of Audited Balance Sheets and Profit & Loss Account for last three Financial Years.
5. Note on proposed plan to execute the sales and expand the niche of market along with the **state-wise** details of existing infrastructure like agency's network, warehouses/ godown *etc*, if available.

Note: - Kindly submit separate sealed envelope for each state with the name of the respective state superscribed on the envelope containing duly filled form-A.

Proposal as per enclosed terms and conditions may be submitted through post/Courier/By hand to the office of GM (Central Marketing), Corporate Office **on or before 16th May 2016 by 3:00 PM.**

Offers without keenness money and signed and stamped terms and condition document shall not be considered. RSMML shall not be responsible for any postal misplacement of the offers sent through post. RSMML reserves the right to reject any/all proposals without assigning any reason. For further details you may contact office of GM (Central Marketing), RSMML, 4 Meera Marg, Udaipur.

General Manager (Central Marketing)



RAJASTHAN STATE MINES AND MINERALS LTD

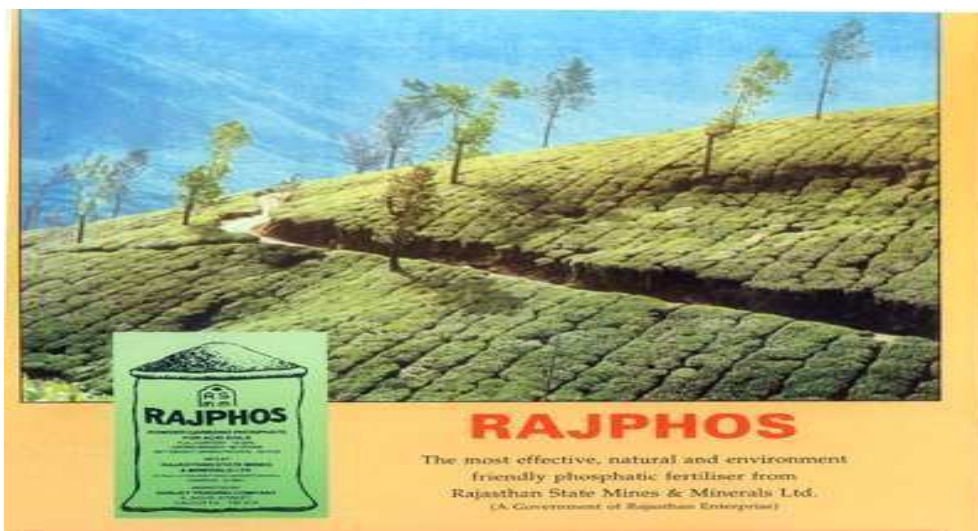
(A GOVERNMENT OF RAJASTHAN ENTERPRISE)

4, MEERA MARG, UDAIPUR-313001, RAJASTHAN

WEBSITE:-www.rsmm.com

TERMS & CONDITIONS FOR
APPOINTMENT OF SELLING AGENCIES
FOR SALE OF RAJPHOS

(Each page to be signed and stamped with seal and submitted in original)



Number of Pages: 8

Appointment of Selling Agencies for sale of RAJPHOS

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1.0 INTRODUCTION OF RSMML :

Rajasthan State Mines & Minerals Limited (RSMML) is one of the premier public sector enterprises of the Government of Rajasthan, primarily engaged in mining and marketing of industrial minerals in the State. The very objective of the company is to achieve cost effective technological innovations in the mining of minerals and to diversify into mineral based downstream projects. It occupies a place of pride in production and marketing of non metallic minerals in India. RSMML is multi mineral and multi location enterprise engaged in mining of Rock Phosphate, Lignite, SMS grade Limestone and Gypsum. RSMML is the leader in Mining & Selling of Rock Phosphate & Gypsum across the country and mineral beneficiation of Rock Phosphate.

2.0 ABOUT THE PRODUCT- "RAJPHOS" :

Low grade 18% P₂O₅ ground rock phosphate is produced and marketed by RSMML Ltd. under the brand name of "RAJPHOS". It is a natural, organic, non-toxic and eco-friendly fertilizer. It has been approved by the Govt. of India for use in acid soils since 1992 as a direct application Phosphatic Fertilizer and has today become the most popular and reputed brand amongst the farmers.

2.1 PRODUCT RESEARCH :

"RAJPHOS" has been approved by the UPASI, Valparai, TOCKLAI (Tea Research Association), Jorhat, Indian Council of Agricultural Research (ICAR), major Research Stations and State Departments of Agriculture "RAJPHOS" as direct application fertilizer. It also found a place in the "Package of Practice Recommendation 1995" of Kerala Agriculture University as an ideal phosphatic fertilizer for direct application.

2.2 COMPOSITION OF "RAJPHOS" :

COMPOSITION OF "RAJPHOS"	
Phosphorous (P ₂ O ₅)	18%
Calcium (CaO)	38-48%
Magnesium (MgO)	3.3-5.8%
Size	Minimum 90 percent minus 100 mesh
Packing	50 Kg HDPE/PP bags

2.3 MARKET OF "RAJPHOS" :

"RAJPHOS" finds exhaustive usage as a direct application fertilizer for Tea, Coffee, Rubber, Cardamom, Coconut, Paddy, & Pepper etc. The major use is in Rubber & Tea and the brand has been a planter's delight.

"RAJPHOS" is the most effective, reactive, natural and environment and soil friendly phosphatic fertilizer from RSMML for use in acidic soils in the country. It has been acclaimed as direct nutrient in acidic soil which is low in Calcium and Phosphate.

"RAJPHOS" is an indigenously mined natural mineral having no toxic effect or polluting properties and is highly economic in price and highly rated in quality.

"RAJPHOS" contains 38- 48% of Calcium and 3.3 to 5.8% of Magnesium. "RAJPHOS" can be used directly or along with Urea or Ammonium Sulphate and Muriate of Potash which is most economical combination for plantation crops.

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3.0 **SCOPE OF WORK :**

Selected selling agency shall be required to sell “RAJPHOS” as direct application fertilizer in acidic soils. The selling agency would also be required to put in efforts in order to develop new areas and application to other crops. For this purpose, placement of order, making requisite payment arrangement in advance and dealing with various Govt. bodies / agencies shall be the responsibility of the selected selling agency.

4.0 **ELIGIBILITY CRITERIA FOR THE SELLING AGENCY :**

The interested selling agency of “RAJPHOS” shall be as defined in Chapter 1, clause 2 (f) & (w) with due registration *etc.* as defined in Chapter IV, Clause 7 of The Fertiliser (Control) Order (FCO) 1985. Copy of the registration should be enclosed.

5.0 **QUANTITY COMMITMENT :**

State wise eligibility for selling agency in terms of minimum rakes (one rake: approx 2600 MT) to be procured shall be as follows:

S.N.	STATE	Minimum Rake
1	Assam	03
2	West Bengal	02
3	Kerala	03
4	Karnataka	02
5	Others (Pls specify the state)	00

While submitting their proposal, the interested selling agency shall clearly mention the state-wise RAJPHOS rakes offered. For states other than Assam, Kerala, Karnataka & West Bengal company may accept any quantity.

6.0 **SELECTION CRITERIA:**

Selling agencies are requested to submit their State-wise proposed rakes.

RSMML shall compare the nos. of rakes offered and top two selling agencies with highest nos. of rakes offered shall be appointed.

If more than two selling agencies offer the same nos. of rakes for a state, then selling agency with greater turn over in any of the preceding three years shall be given priority.

7.0 **PREREQUISITE DOCUMENTS TO BE SUBMITTED WITH PROPOSAL OFFER :**

Interested selling agencies having requisite competence and resources shall submit their proposal as per our detailed terms and conditions with following details to the office of General Manager (Central Marketing), Corporate Office, Udaipur **on or before 16th May 2016 by 3:00 PM.**

1. Attested Copy of valid registration as per FCO, where the party is presently operating.
2. Signed and stamped detailed terms and condition document, along with duly filled in form–A.
3. **State-wise** Keenness Money (Refundable) of Rs 50,000/- only by DD in favour of RSMM Ltd. payable at Udaipur. If a selling agency wishes to operate in more than one state, they shall submit separate DD for Rs 50,000/- for each state.
4. Copy of Audited Balance Sheets and Profit & Loss Account for last three Financial Years.
5. Note on proposed plan to execute the sales and expand the niche of market along with the **state-wise** details of existing infrastructure like agency’s network, warehouses/ godown *etc.*, if available.

Note: - Kindly submit separate sealed envelope for each state with the name of the respective state superscribed on the envelope containing duly filled form-A.

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8.0 **SECURITY DEPOSIT:**

A. **For the states of Assam, West Bengal, Kerala and Karnataka** an amount of Rs 3,00,000/- for each state in cash shall be retained as Security Deposit which shall be deposited at the time of signing of the agreement.

For other states Security Deposit shall be Rs 1,00,000/- for each state.

B. The state-wise minimum security deposit requirement is provided in the table below for further clarification.

State-Wise Minimum Security Deposit Requirement			
S.N.	State	Minimum Rake commitment	SD Requirement (Rs)
1	Assam	03	3,00,000
2	West Bengal	02	3,00,000
3	Kerala	03	3,00,000
4	Karnataka	02	3,00,000
5	Other States	NA	1,00,000

C. The keeness money of Rs 50,000/- shall be appropriated towards Security Deposit and the balance amount may be deposited by Demand Draft/Bank Transfer.

D. The security deposit shall be retained till the validity of agreement plus two months and shall be refunded on the request of agency subject to applicability of **Clause 13 FORFEITURE OF SECURITY DEPOSIT**".

9.0 **PERIOD OF AGREEMENT:**

The validity of this agreement shall be effective from the date of agreement up to March 31, 2017. The period can be further extended for one year on mutual consent.

10.0 **USAGE OF "RAJPHOS" :**

"RAJPHOS" shall be sold for use as Direct Application Fertiliser only. RSMML shall be free to call for reports and supportive documents as and when required to ascertain that the product has been sold for use as direct application fertilizer.

11.0 **PRICE:**

Price as declared by RSMML from time to time and the price prevailing on the date of dispatch shall be applicable.

Prices shall be F.O.R. Railway Siding/Ex-Grinding Unit Including Royalty & cess but Sales Tax extra as applicable.

12.0 **PAYMENT TERMS :**

Sales shall be executed on cash / credit basis. For cash sales, payment for cost of material shall be made in advance in the form of Demand Draft/RTGS in RSMML's bank account at Udaipur and for credit sales, Letter of Credit/Bank Guarantee from any PSU Bank/ICICI/HDFC/Axis Bank having its branch office at Udaipur shall have to be established in favor of RSMML as per the given proforma.

13.0 **FORFEITURE OF SECURITY DEPOSIT:-**

If a selling agency fails to procure the minimum rakes as per state wise eligibility (Clause 5.0) during the agreement period, RSMML shall forfeit the Security Deposit. Such forfeiture shall only be made if the reasons for non procuring of rakes attributable to the selling agency.

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No forfeiture shall be made in case the selling agency has made the requisite payment arrangement and consented to place the indent during validity period of agreement but the dispatches could not be executed due to reasons not attributable to the selling agency. **However in such case total Security Deposit shall be retained and returned only after the physical dispatch of the rake.**

14.0 FORCE MAJEURE:

The terms of this agreement shall also be subject to standard force majeure conditions, which shall cover acts of God, fire, cyclone, riots, wars and acts of government, notified restrictions on production and sale of "RAJPHOS", non-placement of rake by Railways *etc.* In case any party is hindered in completing its obligations, it will inform the same in writing at the earliest to the other party. However, if the period of Force Majeure is more than two months, either party can terminate the agreement by giving notice.

15.0 AGREEMENT:

Selected selling agency would enter into an agreement with RSMML as per proforma provided by RSMML.

16.0 QUALITY & QUANTITY

The Quality of the Rockphosphate will be determined as per the analysis carried out at our Laboratory / Laboratory authorised by RSMML which is final and binding.

The Quantity of the Rockphosphate for billing and all other purposes will be determined as per net weight recorded at Grinding Unit/ Railway Receipt for Road/Rail despatch respectively.

Claims on account of Quality or Quantity beyond despatch points shall not be entertained.

17.0 DISPUTE & JURISDICTION :

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

18.0 TERMINATION OF THE AGREEMENT :

- i. In case of failure to perform the job as required under this agreement or observe any of the terms and conditions by the selling agency, the company shall give a notice to rectify the default or breach within 15 days. Failure to rectify such default/breach may result in termination of the agreement and forfeiture of security deposit without any prejudice to the company's rights to claim damages/costs/loss *etc* caused by such default/breach. Such termination shall not absolve the selling agencies of the liabilities accruing till the date of such termination.
- ii. The agreement may also be terminated in the event the selling agency is adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the agreement without assigning any reason thereof by giving Thirty days' notice to the selling agency at their last notified address. In such an event the agency shall not be entitled to raise any claim or demand for compensation, loss of profit and/or

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damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

19.0 OTHER TERMS :

1. "RAJPHOS" can be dispatched both by Road as well as Rail. However in case of road it shall be on ex-factory basis and in case of rail it shall be on FOR siding basis.
2. The Railway Freight shall be paid to the Railways directly by the selling agency as per Railway rules and to the transporter in case of road despatches.
3. RSMML shall regularly monitor the performance of the selling agency and in case of poor performance shall give 30 days' notice to improve. In case the selling agency fails to show improvement then RSMML shall be free to terminate the selling arrangement/ agreement.
4. "RAJPHOS" shall be packed in 50 kg. HDPE/PP bags printed with RSMML's logo and brand. Selling agency shall not temper with the bags in any way.
5. Selling agency may depute their authorized representative for pre-inspection of the material prior to its dispatch.
6. RSMML shall provide 200 nos. of empty bags with every rake load of BG wagons in case of rail dispatches only for replacement of the torn bags in transit.
7. Selling agency shall lift evenly during the agreement period.
8. RSMML will provide "RAJPHOS" to the selling agency as per the specifications mentioned in the FCO. Pursuance for all matters and clearance regarding compliance of FCO, Weights & Measurement Act, Package of Practices Act, and the requirements of Agriculture Department *etc* falling under their market territory, shall be the joint responsibility of the selling agency and RSMML.
9. Presently, there is no subsidy given by any government agency, in case subsidy is granted, the same will be retained by RSMML.
10. Transit Insurance if applicable from loading point of RSMML shall be the responsibility of the selling agency at their cost.
11. Selling agency shall take up all matters relating to Railways regarding claim *etc* at their cost and shall also bear transshipment charges, if any.
12. In case it is required to stock "RAJPHOS", the arrangement of the same shall be made by the selling agency at their cost.
13. RSMML shall be free to sell "RAJPHOS" to any Govt. / Semi Govt. or other bodies for experimental, research, trial, commercial purpose *etc* in any state on priority basis.
14. Any undercharges as and when imposed by Railways shall be borne by the selling agency.
15. The selling agency shall separately stock "RAJPHOS" in godowns so that it does not gets mixed/contaminated with other similar products.
16. Selling agencies shall undertake all possible measures to promote advertise and publicize "RAJPHOS" by way of advertising, publication & distribution of brochure at their cost.

For and on Behalf of

**Authorised Signatory
Name and Seal**

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FORM-A

20.0 STATE-WISE RAJPHOS RAKES OFFERED:

S.N.	STATE	Minimum Rake	Actual Rake Required
1	Assam	03	
2	West Bengal	02	
3	Kerala	03	
4	Karnataka	02	
5	Others (Pls specify the state)		
	Grand Total		