



Rajasthan State Mines & Minerals Ltd.

(A Government of Rajasthan Enterprise)

4 – Meera Marg, UDAIPUR

313004

Ref: TENDER No. RSMM/CO/MKT/2024-25/97

Dated: 22-07-2024

E-TENDER For

Long term Sale of High-Quality Limestone Fines (5mm - 30mm) from backfilled dump at Sanu, District- Jaisalmer (Raj.)

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

Date of sale of Tender: From 22-07-2024 to 22-08-2024 up to 1:00 pm

Pre-Bid Meeting: 08-08-2024 at 11:00 AM at Corporate Office, Udaipur.

Last Date of Online Submission of Tender: 22-08-2024 up to 3:00 PM

Date of Opening of Techno-commercial Part (Part I): 23-08-2024 at 3:30 PM

Issued by

Head (Centralized Marketing)

Rajasthan State Mines & Minerals Ltd.,

4-Meera Marg, Udaipur-313004, Rajasthan.

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

E-Mail: mktgco.rsmml@rajasthan.gov.in, rsmmlphosphate@gmail.com

Web Site: www.rsmm.com

DISCLAIMER

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



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

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

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

Email: mktgco.rsmml@rajasthan.gov.in

e-DETAILED NOTICE INVITING TENDER

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

Brief Description of work	Sale of High-grade limestone fines from Sanu Mines
Bid security / EMD (Rs.)	2.40 Crore through DD/BG
Quantity	5.00 lac MT per Annum subject to availability
Period of Contract	10 years
Cost of tender document	Rs 4720 (inclusive of GST) is payable in cash or by D.D. in favour of "RSMM Ltd., Udaipur.
Processing Fee	Rs.2500/- payable by D.D. in favour of MD, RISL payable at Jaipur.
Period of downloading of documents	From 22-07-2024 to 22-08-2024 up to 1.00 P.M.
Last date & Time of online Submission of Offer	Dated 22-08-2024 up to 3.00 PM.
Date & time of opening of opening of techno Commercial Offer	Dated 23-08-2024, 3.30 PM. at C.O., Udaipur

Tenderer shall be prequalified on the basis of criteria mentioned below: -

- i) Cement, Power and Steel manufacturing companies shall be eligible to participate in the tender.**
- ii) Turnover: Tenderer should have a minimum turnover of Rs 60 Crore in any of the last three Financial Years i.e.2021-22, 2022-23 & 2023-24.**

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

Head (Centralized Marketing)

Note: The tenderers are advised to keep visiting our website till the 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, Lignite, SMS/Cement/Chemical Grade Limestone, Gypsum and Limestone fines. 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 set up a 106.3 MW installed capacity Wind Power Project at Jaisalmer, Rajasthan and 5 MW Solar Project at Gajner, Bikaner.

1.2 Purpose of Tender, Long Term Supply Agreement

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

The company has envisaged to suitably sale the high-quality limestone fines (05-30 mm) from Sanu mines at District Jaisalmer, Rajasthan for captive consumption by Manufacturers of Cement, Power and Steel after re-handling of sub grade material {high quality fines (5-30 mm size)} dumped by backfilling and stored in mined out pit after the recovery of low silica high grade {(30-80 mm size) SMS grade Limestone by suitable means.

Accordingly, RSMML invites offers from interested manufacturers for the aforesaid purpose on the basis of highest facilitation fee quoted by them. Sale or trading of Limestone procured from the company will not be allowed in any circumstances.

1.3 Brief Details and Status of the Proposed Mines –

Sanu mine is located near village Sonu in Jaisalmer district of Rajasthan located at a distance of 52 km from Jaisalmer and well connected with all season road of Border Road Organization (BRO). SONU village and Jaisalmer is also well connected with the Broad-Gauge line and SONU railway siding is appx 12 km from the Sanu mines.

At present, we are mining steel grade limestone for supply to steel plants of 30-80 mm size product. During process of production of steel grade limestone by sizing & screening of RoM Limestone, the undersized fines i.e. (-) 30 mm material is separately handled, and unsold material is stored in mined out pit.

The area is falling within the famous Khuiyala Limestone belt of Eocene in age. This deposit is known for the best available grade of Steel Grade Limestone (LD Grade) in the country. The area is characterized by flat rolling dip with negligible overburden and is a part Thar

Desert. Here the steel grade Limestone is directly exposed on the surface with the varying thickness from 3 to 6 Mtrs.

1.4 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 reach 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.

1.5 Prequalification Criterion / Eligibility Criteria

As per DNIT

1.6 Bid Security:

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

The Bid security of the bidder whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the bidder who are technically successful but not awarded the work shall be refunded after issuance of DLOA 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.

The earnest money deposited by the successful tenderer 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.

The earnest money of a tenderer shall be forfeited in the following cases:-

- i) If the tenderer withdraws or modifies the offer after submission of the tender.
- ii) If the successful tenderer does not submit the prescribed Bank Guarantee as security deposit within one month of the date of work order/DLOA issued in favour of tenderer.
- iii) If the successful tenderer does not execute the agreement, in the prescribed form within one month of the date of work order/DLOA issued in favour of tenderer.
- iv) If it is established that the tenderer has submitted any wrong information/ forged documents. along with the tender or thereafter.
- v) If the work is not commenced within the prescribed time period.

1.7 Pre bid Meeting: -

RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/queries raised by the interested parties in this tender. The meeting will be held at **RSMML, Corporate office, Udaipur on 08-08-2024, 11:00 AM.** Bidders are also advised to send their queries in advance and addressed to Head (Centralized Marketing), RSMML, Corporate Office, 04, Meera Marg, Udaipur-313004 so as to reach at least seven (7) days before the scheduled date of the pre-bid meeting. Bidders are advised to participate in the pre bid meeting in their own interest, though it is not mandatory to do so. However, the Bidders are requested to confirm their participation.

1.8 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.

1.9 Scope of Work

Bidders are requested to quote their Facilitation fees in Rs. per MT on Ex-Mines basis in prescribe format (F) and shall use Limestone for captive consumption only. The terms and conditions of the long-term agreement are: -

- i) The successful bidder shall carry out re-handling of sub grade material {high quality fines (-30 mm size)} dumped by backfilling and stored in mined out pit after the recovery and separate stacking of plus (+) 30 MM Limestone after excavation and screening from offered area and arrange transportation and loading of Limestone by deploying man with

- machine at its own cost. RSMML shall have exclusive right over + 30MM limestone/material recovered and stacked separately during the process.
- ii) The removal & back filling of overburden, excavation and screening and raising of Limestone shall only be carried out by forming a Co-operative Societies (registered under Rajasthan Co-operative society act 2001 or any other Co-operative society act of India) within 21 days from the date of issuance of Detailed Letter of Acceptance (DLOA) by RSMML. The repairing and maintenance of the access road to the approach road of nearest WB shall be the responsibility of the bidder. The above work will be carried out under overall supervision and control of RSMML.
 - iii) Successful bidder shall abide by all the statutes and norms applicable to mine. The decision and directives issued from time to time by Head & In-charge (Limestone)/ Agent/ Mines Manager for the mines in this regard shall be binding on the bidder.
 - iv) It shall be the responsibility of the successful bidder to stack the screened total high-grade fines (+30 MM) at the area designated by RSMML at his own cost and to ensure systemic leveling as per the directives of RSMML.
 - v) The bidder shall submit the sieve analysis report on daily basis for the limestone re-handled and the sieve analysis should clearly mention the daily ROM handled, generated sub-grade (+5 to -30 MM), generated main grade (+30 MM) and (-) 5 MM grade.
 - vi) The bidding shall be based on highest bid/facilitation fee per MT exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), Contribution to National Mineral Exploration Trust (NMET), Land Tax, TCS, GST and any other taxes/levies, as applicable etc.
 - vii) Taxes, duties, and any other levies etc. as applicable will also be payable by the bidder. Any revision / new imposition of duties, taxes, levies etc. as and when made applicable by the Government shall be paid by the successful bidder from the date of applicability and without any demur, dispute and protest.
 - viii) Mobilization Period: -A period of 3 months from date of issuance of DLOA shall be given to successful bidder to plan, mobilize and obtain/ arrange for required permissions/machines/manpower etc for commencement of the work.
 - ix) Price escalation: - Price escalation shall be done @10% of the previous year price on annual cumulative basis from date of DLOA excluding the mobilization period.
 - x) The prospective bidders are advised to visit mines before financial bidding and assure themselves about geological details, statutory status and working conditions of mine.

- xi) RSMML shall not be liable for any issues raised by the successful bidder pertaining to area, quantity and quality of limestone and reserves available in the mines.
- xii) The successful bidder shall facilitate RSMML in obtaining required statutory permissions like Approval of Mining Plan/Scheme of Mining, EC/Amendment in EC, Consent to Operate, HEMM deployment permission from various statutory agencies, Annual Dead Rent/Royalty and other dues assessment etc. from the departments of Government of Rajasthan and Government of India, as the case may be at his own cost.
- xiii) Bidder shall be liable for any penalty imposed by the Government Departments on account of any violation/ illegal mining activities/ theft of limestone during the agreement period. Besides, the successful bidder would be required to pay the facilitation fee and other charges for any lost quantity of Limestone.
- xiv) RSMML shall facilitate weighment of Limestone on its departmental weighbridges at free of cost but where such facility is not available, the successful bidder will bear the weighment charges of the Public Weighbridge authorized by RSMML.
- xv) The company would raise invoice for the limestone dispatched at a selling price which would include facilitation fee and other statutory taxes, duties and Royalty, contribution to DMFT, NMET, GST or any other new or revised levy/taxes etc. as applicable from time to time.
- xvi) RSMML shall ensure the compliance of all statutory provisions as supervisory role in the operations. However, bidder/s shall assist RSMML in pursuance for 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.
- xvii) The facilitation fees and other charges payable as per DLOA shall be paid by the bidder in advance. The weight recorded at WB (either RSMML or public WB) and mentioned in e-Ravanna shall be final for invoicing purposes.
- xviii) Successful bidder shall be responsible for getting the required permission from various government departments before the commencement of the work.
- xix) **Deposition of advance Payment to RSMML for purchase of Limestone, 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. Advance payment equivalent to pro-rata monthly quantity shall be deposited by successful bidder and advance monthly payment equivalent to monthly quantity shall be maintained by successful bidder. 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 Jodhpur; 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, Jodhpur:

Invoices/e-Invoice shall be raised by RSMML on actual quantity of Limestone despatched from the Sanu mines.

BANK	STATE BANK OF INDIA
BRANCH CODE	3649
MICR CODE	342002004
IFS CODE	SBIN003649
A/C NO	30197702251

1.10 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	22-07-2024
Last Date & Time for online submission of Bid	22-08-2024 up to 3:00 pm
Place of Physical Submission of Tender document fee, processing fees & Bid security	Office of the Head (Centralized Marketing) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004
Place of Opening of Bids	Office of Head (Centralized Marketing) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004
Date & Time of Opening of Part-I	23-08-2024 at 3:30pm
Date, Time & Place of Opening of	To be notified later to the eligible bidders
Address for further query	Head (Centralized Marketing) Corporate Office, RSMML 4, Meera Marg, Udaipur – 313 004 Email: mktgco.rsmml@rajasthan.gov.in Website: www.rsmm.com

SECTION-II

2.1 DEFINITION AND DECLARATION BY THE BIDDER

- i. **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.
- ii. **“Accredited representative of Bidder”** means a person duly authorized by the bidder to receive information and instructions from the company for the project.
- iii. **“Managing Director”** shall mean the Managing Director of Rajasthan State Mines & Minerals Limited or his successor in office.
- iv. **“Appointing Authority”** shall mean the Managing Director of the company.
- v. **“Head & In-charge, SBU&PC (Limestone)”** shall mean Group General Manager (Limestone)/ In-charge of RSMML’s SBU & PC-Limestone Division or his successors in office so designated by the company.
- vi. **“Head (Centralized Marketing)”** shall mean In-charge of Centralized Marketing Division C.O. Udaipur or his successors in office so designated by the company.
- vii. **“Agent”** shall mean the person designated for mines under applicable statutory provisions so notified by the company.
- viii. **“Mines Manager”** shall mean the person appointed under Mines Regulation, 1957 for company’s Limestone fines Mines.
- ix. **“Nodal Officer/ EIC (Engineer In-charge)”** shall mean the officer of the Company specifically authorized for enforcing the agreement on behalf of the Company.
- x. **“Mines”** shall mean Company’s Limestone mines.
- xi. **“Area”** shall mean lease area of Mining Lease of RSMML offered for Tender.
- xii. **“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.
- xiii. **“Facilitation Fees”** shall mean an amount quoted by bidder & shall be payable to RSMML by bidder on per MT Limestone fines 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 National Mineral Exploration Trust (NMET), TCS, GST & other levies as applicable from time to time.
- xiv. **“Successful Bidder”** shall mean the bidder declared successful as a result of the bidding process and with whom the Long-term Supply Agreement is signed.
- xv. **“Detailed Letter of Acceptance (DLOA)”** shall mean intimation by RSMML vide letter/email/ fax to bidder that their bid has been accepted.

- xvi. **“Agreement”** shall mean the long-term supply Agreement signed between the RSMML and the selected bidder for supply of Limestone fines.
- xvii. **“Alteration/ Variation Order/ Amendments”** means, any order/ amendments issued by in writing by Head&In-charge, SBU&PC (Limestone), Jodhpur to the bidder from time to time to effect additions to, or deletions from and/or alteration to work as per Agreement.
- xviii. **“Approved”** shall mean approved in writing by the Company or any other officer so designated by the Company.
- xix. **“Overburden/Inter-burden”** (OB/IB) shall mean the litho-unit over the Limestone fines bed /in between two Limestone fines layers.
- xx. **“SBU”** shall mean SBU & PC-Limestone, a division of RSMML having its office at 8-West Patel Nagar, Jodhpur-342001
- xxi. 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.
- xxii. **“Facilitation Fees”** shall mean an amount quoted by bidder & shall be payable to RSMML by bidder on per MT Limestone despatched is inclusive of mining operations, Transportation, loading, Land & Crop Compensation (L&C) to the Khatedars and other charges but exclusive of Royalty, Contribution towards DMFT, Contribution to National Mineral Exploration Trust (NMET), TCS, GST & other levies applicable at the time of dispatches.

2.2 Declaration by the Bidder

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

- i.** We do hereby confirm and declare that we have independently inspected working conditions of Sanu Mines. We have obtained all relevant and necessary information, data, particulars, working conditions, facilities, availability of surface& sub-surface water, existing industrial environment etc. which are directly or indirectly related to scope of work.
- ii.** We have assessed and satisfied our self as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the 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.

iii. 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)
Proprietor/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 envelope addressed to Head (Centralized Marketing), 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 Head (Centralized Marketing), 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 advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the offer and entering into a contract with company, in case he is awarded the work. He shall be deemed to have visited site and surroundings, to have satisfied himself to the locations working & climatic conditions at the site, availability of water, electric power, labour etc. transportation facilities, probable sites for labour accommodation and store godowns etc and all other factors involved in the proper execution of work. The unit In charge of work site may be contacted to familiarize with the work including visit to work site.
- viii. The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.
- ix. All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under & modification to be issued by the competent authority from time to time will automatically be post-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 downloading 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/- inclusive of GST shall be paid by way of DD in favour of RSMML payable at Udaipur.

3.5 e-tendering processing charges

- i. The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- ii. At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- iii. Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the opening of part-I of tender, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

3.6 Part I - "Techno Commercial offer"

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

- i. Details of Bidder as per **Annexure-I**.
- ii. Letter of submission of bid as per **Form-A**.
- iii. 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.
- iv. A declaration that price bid is in the prescribed format and no conditions are mentioned along with it as per Form-C.
- v. 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.

- vi. Power of Attorney in favour of the authorized representative signing the bid as per Form-E.
- vii. 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 token of acceptance of terms and conditions of this bid.
- viii. Tenderer should submit an undertaking on non-judicial stamp paper for formation of a co-operative Society as per annexure-III of tender (from proprietor/all partners/all directors as the case may be).

3.7 Part II - "Financial Offer"

- i. 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 for tendered work in the prescribed price format { **whichever is** 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.
- ii. The rates are to be quoted in Rupees and in the prescribed price bid Proforma available online.
- iii. 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.
- iv. The successful bidder will be selected on the basis of the highest facilitation fees quoted by the bidders.
- v. 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 150/- per MT**.
- vi. The Royalty, Contribution towards DMFT, NMET, GST etc applicable taxes per MT of Limestone fines 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.
- vii. Sale of Limestone fines shall be on ex-mines basis only.
- viii. The loading of Limestone fines into trucks and transportation charge up to the bidder's

destination shall be arranged & borne by Bidder.

3.8 All Pages to be initialed.

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

3.9 Validity

- i. 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.
- ii. In exceptional circumstances, prior to expiry of the original time limit, the company may request the bidder to extend period of validity for a specified additional period. The request and the bidder's response shall be made in writing. The bidder if agreeing to the request will not be permitted to modify its bid.

3.10 Addenda/Corrigenda

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

3.11 Security Deposit

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

- i. The selected bidder shall furnish a Security Deposit equivalent to 10% of the total value of the work in form of Bank Guarantee/ Demand Draft in favour of RSMML /Online Transfer within 30 days from the date of issuance of DLOA by RSMML.
- ii. The Bank Guarantee shall be provided only in the approved format of the RSMML as prescribed in the annexure II, from a Scheduled Bank (Public Sector Bank other than SBI)/ ICICI / IDBI/Axis Bank having its branch at Jodhpur and Udaipur. No amendment

- in this format shall be acceptable to the Company. The Bank Guarantee shall be valid for the entire Agreement period and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to encash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein.
- iii. The bidder may initially provide the BG valid for a period of minimum two years period and same may be renewed for every year so as to ensure that valid BG is available with RSMML for the period of Agreement plus six months grace period. The bidder shall renew the BG in advance at least one month before date of expiry of BG furnished to RSMML.
 - iv. 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.
 - v. 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.
 - vi. In case the Bank Guarantee is invoked for any reason/s, the bidder is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
 - vii. In the event of security amount at any time during the currency of the Agreement falling short of the specified amount, the bidder shall forth with make good the deficit on demand, so that the total amount of Security Deposit will not at any time be less than the amount so specified.
 - viii. No interest is payable on Security Deposit amount.
 - ix. 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.
 - x. In case of enhancement of the quantity of work, the contractor shall furnish additional security amount.

3.12 Bidder to Obtain Information by His Own

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

extended to the bidder for completeness or accuracy to the details mentioned in the bid document.

3.13 Opening of the Bid

i. 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 the 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.

ii. 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 Head(Centralized Marketing). The date of opening of financial offer will be communicated to such bidders.

3.14 SELECTION CRITERIA

- i.** The successful bidder will be selected on the basis of the highest facilitation fees quoted by the bidders; however, the company reserves the right to accept or reject any or all the bids, in part or in all, without assigning any reason there to.
- ii.** The Bidder shall not quote the facilitation fees less than **Rs 150/-**. If they do so, then their bid is liable to be rejected.
- iii.** Not to accept the highest bid or assign reasons for not accepting the highest bid.
- iv.** To reject the bid, if it is established that the bidder has submitted any wrong/misleading information & forged document along with offer or thereafter.
- v.** To accept or reject the bid in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or prescribed conditions are not fulfilled.
- vi.** To reject the bid in case it is later found that the bid was submitted by the bidders, who resorted to canvassing, corrupted or fraudulent practices.

3.15 Period of the Agreement

Time period of the agreement shall be 10 (Ten) years from the date of issuance of DLOA excluding the mobilization period of 3 months and it may be extended for 5 (Five) years at sole discretion of company. However, the above time period shall be subject to

review after 3 years based on performance and availability of material. In case the available limestone is exhausted before the agreement period then agreement period shall be reviewed.

3.16 Right To Review Performance:

- i. 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.
- ii. The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.
- iii. The performance of the bidder shall be reviewed on an annual basis on the basis of sale of Limestone and overall compliances of the statutory norms & directives. The performance evaluation shall be as per below: -

Lifting of Limestone	Below 2.5 lacs Mt/yr	Poor
	Above 2.5 lacs/yr Upto 4 lacs Mt/yr	Average
	Above 4 lacs MT/yr	Satisfactory

3.17 Notification of Award & Signing of Agreement

- i. The bidder, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through email confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Long-Term Agreement called the “Letter of Acceptance”.
- ii. 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 the agreement including non-judicial stamp paper of appropriate value shall be borne by the bidder.
- iii. The Long-Term Agreement shall consist of -
 - a) An agreement on non-judicial stamp paper of appropriate value.
 - b) Tender and related documents discussed in the process of finalization of Long-Term Agreement.
 - c) Telex/Letter of Intent & Detailed Letter of Intent/Work order.

- d) Agreed Variation, if any,
- e) Any other document as mutually agreed.

3.18 Major terms & Condition of the work.

- i. The bidder will be selected on the basis of the highest Facilitation fees quoted by the bidder.
- ii. It is proposed to provide opportunities to all the bidders who are interested in long term agreement for excavation and screening of limestone fines from earmarked area, but it should be ensured that it shall be used for captive consumption of the bidder only and sale or trading of Limestone will not be allowed in any circumstance.
- iii. The bidder shall have to lift **5.00 Lakh MT/Annum** The bidder has to provide the tentative quarterly lifting schedule in advance to RSMML.

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

For carrying out the Work, successful bidder shall form a registered co-operative society under prevailing Co-operative society act only (contractual mining is prohibited for mineral Limestone under law) 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 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.

3.20 Maintenance & Submission of Records, Reports & Registers.

- i. 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.
- ii. Bidder shall intimate the details of the personnel who will be engaged for execution of the work and list of equipment/machinery etc. to be deployed at site along with its technical specification and required statutory permissions before commencement of the work
- iii. 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.
- iv. Samples of Limestone fines 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 is appointed by RSMML for sampling and analysis work the contractual cost will be reimbursed by the bidder to RSMML. However, the 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.

3.21 SUB-LETING OF WORK:

The whole of the work included in the contract shall be executed by the bidder alone and the bidder shall not directly or indirectly transfer, assign, under-let or sublet the work or any part thereof or interest therein without prior written permission and doing so shall render the contract to be terminated on risk and cost of the bidder.

3.22 Working Hours:

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

3.23 Liabilities in Respect of Bidder's Machinery etc.

i. 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.

ii. 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.

iii. 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.

iv. MINE LIGHTING:

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

v. 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.

vi. 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.

vii. 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 derive 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.

viii. PROTECTION OF WORK:

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

3.24 Other Responsibilities of Contractor

- i.** The bidder shall be responsible for providing shelter, accommodation, drinking water, medicalaid etc. to his /their employees at his own cost.
- ii.** The bidder shall be responsible for providing tools, tackles, implements etc. required for accomplishment of work.
- iii.** 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.
- iv.** The bidder shall have to arrange fuel, lubricants etc. & power required for carrying out the work as required herein.
- v.** 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.
- vi.** The bidder shall be fully responsible for any litigation on account of pollution due to excavation of Limestone fines& abide pollution control norms
- vii.** The bidder shall be responsible for safety, watch & ward etc. of the companies' properties under the possession of the contractor if any.

3.25 QUANTITY

Subject to availability at mines the proposed quantity to sale is **5.00 lakh MT per annum**. The bidder shall have to make necessary arrangements for lifting the envisaged yearly quantum. In case of non-availability of the reserves at Sanu Mines during the

contract period, RSMML at its sole discretion may make available the balance quantities from the new mining lease area subject to sufficient availability of reserves at new mines. No claim on this account of whatsoever nature shall be entertained by the Company.

3.26 Penalty for non-Lifting of Minimum Offered Quantity:

The penalty shall be levied from the date of issuance of DLOA excluding the mobilization period mentioned in DLOA, selected bidder shall be responsible for lifting a quantity of **5 Lakh MT** on annual basis. Such consumption is required to be achieved in each year separately & there shall not be any carry-forward or set-off to arrive at the offered quantity per annum.

In case successful bidder fails to lift 80% of the assured annual quantity penalty per MT shall be charged on the balance unlifted quantity as follow :-

Year	Penalty/PMT
1st	100
2nd	110
3rd	121
4th	133
5th	146
6th	161
7th	177
8th	195
9th	214
10th	236

3.27 Exit Clause: - The Successful bidder has an option to exit from the tender after a lock-in period of 3 years. However, if the Successful bidder opts to avail this option, an amount equal to 50% of Security deposit shall be forfeited by RSMML. RSMML shall review the performance after completion of 3 years and may exit from the tender if the performance of the successful bidder was not found satisfactory. The successful bidder/RSMML shall have to give advance notice of 3 months to the party concerned in this regard.

3.28 Termination

- i. If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the Company in its option, by written notice to the contractor:
 - A. To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in

this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

B. Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the contractor and the contract, and his sureties shall be liable to the company for any excess cost/ additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

- ii. Before determining the contract, as aforesaid, and provided that, in the judgment of the company, the default or defaults committed by the contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.
- iii. In the event of the Company proceeding in the manner herein above prescribed-
 - a. The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipments, machinery tools and tackles belonging to the contractor, as may be deployed / used for the work.
 - b. The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for fully workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by the Company.
- iv. The Company shall also have the right to proceed in the manner prescribed in

subclauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of one month, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.

- v. Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination

3.29 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, Department of Mines and Geology Govt. of Rajasthan, Indian Bureau of Mines, Ministry of Steel and Mines Govt. of India other Statutory Authority, Civil Commotion, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof 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.

3.30 DISPUTE, JURISDICTION:

- i. The place of the contract shall be Jodhpur (Rajasthan). In case of any differences, the same shall be resolved by mutual discussions and agreement. However, the decision of the company shall be final and binding.
- ii. No courts other than the courts located at Jodhpur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.

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

3.31 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	Power of Attorney for signing the documents
7	Form F BOQ	Proforma For Price Bid
8	Annexure-II	Draft Format of Bank Guarantee for Security Deposit
9	Annexure-III	Undertaking in relation to Co operative Society

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.
- Details of Cement/Power/Steel Plant with capacity for which captive use is proposed.

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. Other Own Manufacturing unit and business details if any

5. 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 Head (Centralized Marketing)
Rajasthan State Mines & Minerals Ltd.,
4, Meera Marg,
Udaipur-313004 (Rajasthan)

Sub: Proposal for “Selection of bidders for Long Term Supply of High-Quality Limestone Fines from Sanu Limestone Mines”.

Ref: Bid No. RSMM/CO/MKT/2024-25/97 dated: 22-07-2024.

Dear Sir,

1. We hereby bid my/our offer for execution of the above-mentioned subject and work details mentioned under the scope of work of the bid document. I/we have carefully examined the documents connected with the above work and agree to abide by the same.
2. We agree to carry out the activities as per the Tender documents within specified period in accordance with Expression of Interest, General Conditions of documents and papers.
3. I/We shall pay Penalty 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 Long 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

Ref: Bid No. RSMM/CO/MKT/2024-25/97 dated: 22-07-2024.

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.,	
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	
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 that 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)

Ref: Bid No. RSMM/CO/MKT/2024-25/97 dated: 22-07-2024.

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

Ref: Bid No. RSMM/CO/MKT/2024-25/97 dated: 22-07-2024.

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:

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

Ref: RSMM/CO/MKT/2024-25/97 dated: 22-07-2024
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 WHEREOF WE, THE ABOVE NAMED DIRECTORS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024

For _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted [Notarized] (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 BOQ format available for downloading on <https://eproc.rajasthan.gov.in>)

Ref: RSMM/CO/MKT/2024-25/97 dated: 22-07-2024

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

Brief description of Work	Quoted facilitation fee in PMT
Facilitation Fee for a quantity of 5.00 Lakh MT. The bidder shall quote bid in multiple of Rs 1 Per MT only. (bidder shall not quote in paisa)	Facilitation FeeRs/PMT in figure. Facilitation FeeRs/PMT in words.

Note:

1. Bidder must enter the Facilitation Fee both in figures & words.
2. Quoted facilitation fee is on Ex-Mines basis, exclusive of Royalty, Contribution to District Mineral Foundation Trust (DMFT), National Mineral Exploration Trust (NMET), TCS, GST and any other taxes/levies as applicable from time to time which shall be paid additional on the prevailing rates.
3. In case of discrepancy in words & figures, the higher of the two will be taken as quoted value.
4. **The Bidder shall quote Facilitation Fee not less than Rs 150/- per MT.** If they do so, then their bid is liable to be rejected.

Signature of Bidder with office seal

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

Date:

Place:

Annexure-II

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

(To be issued by a Scheduled Bank (Public Sector Bank) having its Branch office at Udaipur/Jodhpur on appropriate value of non-judicial stamp paper)
B.G. _____ Dated _____//2023.

This Deed of Guarantee made between a Scheduled Bank (Public Sector Bank)/ ICICI/IDBI/Axis Bank having its registered office at and its head office at

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 Jodhpur/Udaipur branch office under the signature of the company's Financial Advisor and/or Head of SBU&PC (Limestone) 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 2024.

Annexure-III

(To be typed on Non Judicial stamp paper of Rs. 50/-)

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- e-Tender No. RSMM/CO/Mkt/2024-25/97.....

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

INDEMNIFICATION BOND

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

We, M/s,had paid all the land & crop compensation to all the
land owners 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