



RAJASTHAN STATE MINES & MINERALS LTD.

(A Government of Rajasthan Enterprise)

SBU & PC - Limestone,

8, West Patel Nagar, Circuit House Road, Dist. Jodhpur (Rajasthan)

Phone: 0291-2511031 Fax: 0291-2511029

Website: www.rsmm.com, e-mail: rsmmjodhpur@rsmm.com;
yssankhla@rsmm.com

LIMITED ENQUIRY SCHEDULE

FOR THE SUPPLY OF SHAFT MATERIAL & FABRICATION THEREOF FOR MAKING ROLL SHAFT OF DOUBLE ROLL CRUSHER'S ROTOR

NIT NO.- RSMM/SBU&PC-LS/GGM-LS/LE/NIT-02/2015-16

DATED: 10.06.15

Type of Tender – Single Bid System

Place of Sale - Office of C. A. O., RSMML, Jodhpur

Date of Sale of Tender documents – 11.06.2015 TO 06.07.2015

Last Date of Receipt of Tenders - Up to 3:00 PM ON 06.07.2015

Due Date of Opening – 3:30 PM on 06.07.2015

Place of Opening - Office of GGM (LS), Jodhpur

TIN NO. CST 08693902289/RST 08693902289

RAJASTHAN STATE MINES AND MINERALS LIMITED
(A Government of Rajasthan Enterprise)
SBU & PC-Limestone, Jodhpur

RSM TENDER DOCUMENTS CONSIST OF FOLLOWING:

- Section-I : Instructions for preparation & submission of tender
- Section-II : Special conditions of Tender
- Annexure-I : Detail technical specifications
- Annexure-II : Details of past experience
- Annexure-III : Check list to tender terms
- Annexure-IV : Declaration towards MSMED Act no.
- Annexure-V : General information about the tenderer
- Annexure-VI : Exceptions & Deviation
- Annexure-VII : Confirmation for Remittance of all payments through RTGS
- Annexure-VIII : Declaration that no condition is mentioned in price bid
- Annexure-IX : Undertaking that tenderer has not been debarred/
suspended by RSMML in past.
- Annexure-X : Rate Schedule (Price-Bid)

SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

1. Two copies of tender documents are sent herewith, out of which one set should be sealed & signed as a token of acceptance for its terms and conditions and returned intact, (no page should be detached).
2. Offer should be submitted in sealed envelope, duly super scribed with NIT number & due date of the offer.
This envelope should contain DD/PO towards the tender document fee (incase the tender document has been downloaded from the website of RSMML) or the copy of cash receipt (incase the tender document has been purchased from the office of C. A. O., Jodhpur and DD/PO towards requisite EMD amount as per clause no.16 (Section-I). This sealed envelope should be subscribed 'Tender Document Fee & EMD of NIT No. RSMM/SBU&PC-LS/GGM-LS/LE/NIT-02/2015-16 DATED: 10.06.15 for "Supply of shaft material & fabrication thereof for making roll shaft of double roll crusher's rotor etc."
Another envelope should contain tender document along with all supporting documents (except the tender document fee, EMD) & Price Bid as asked in the tender document. This sealed envelope alongwith other envelope should be placed in third envelope and also super scribed NIT No. 00 dated 00.00.2015 for "Supply of shaft material & fabrication thereof for making roll shaft of double roll crusher's rotor etc."
3. **DELIVERY OF TENDER:** The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the date of submission/opening of tender happens to be a holiday, than tenders shall be submitted/opened on the next full working day up to/at prescribed time.
 - 3.1. Delayed Tender: Tenders received after specified time & date of submission but before specified time & date of opening of part-I the tender will be treated as delayed tender.
 - 3.2. Late Tender: The tenders received after specified due date & time of opening of tender will be treated as late tender and will not be considered at all.
 - 3.3. RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.
4. Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail /telegram will not be considered at all.
5. Tenders other than the prescribed form and pattern described herein are liable to be ignored as it makes comparison difficult. Fax/E-mail offers will not be considered.
6. Printed conditions on the back of letters originating from Tenderer will be ignored. If the tenderer desires to apply any particular condition to the tender the same must be clearly brought out in the body of a covering letter accompanying the tender

7. **EXCEPTIONS & DEVIATION:** Tenderers are advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to deviate from tender conditions & if a tenderer desires to propose any addition/deviation/alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-VI and should be furnished along with the offer, without making any corrections on the body of the tender document at their risk. In the absence of same, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.

7.1. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

7.2. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

8. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.

Quotation qualified by such vague and indefinite expressions as "SUBJECT TO IMMEDIATE ACCEPTANCE" or "SUBJECT TO PRIOR SALE" is liable to be ignored.

9. **TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH TENDER:**

- i. One complete set of tender document, as duly filled and sealed & signed on each page by the tenderer as token of acceptance of scope of work, terms & conditions of tender.
- ii. Demand Draft of Earnest Money Deposit in the manner specified in tender as per clause no. 16.0 (Section-I)
- iii. Details in respect of satisfactorily supplying of similar nature of Stores in Preceding two years. Please enclose copies of Purchase Orders & performance certificate or any other authentic supporting documents, if any, as per format of Annexure-II
- iv. In case of authorized dealers, furnish valid Authorization/Accreditation certificate from the manufacturer for participating in the tender.
- v. Latest Sales Tax Clearance Certificate/Sales Tax Registration Certificate.
- vi. PAN no. issued by the Income Tax Department.
- vii. The point wise detailed technical specification of the offered product as per annexure-I.
- viii. Duly filled Annexure I to X along with the tender documents.
- ix. Any other relevant document, in support of eligibility criteria/ terms & conditions of tender.
- x. Details commercial terms and conditions.

Note: Each & every page of tender document, Annexure & documents furnished along with tender should be sealed & signed by the authorized person of the tenderer.

10. **BEFORE SUBMITTING TENDER:** Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental/encountered to the execution of the contract, as per the scope and conditions given herein.

11. **SCHEDULE OF RATES:** Rate should be quoted in the Schedule of Rates/Price Bid as per Annexure - X (appended hereto). The rate quoted should be both in figures and words. In case of any discrepancy between the figures and written words the lower of the two shall be taken as quoted rate. No conditions should be mentioned in the Price Bid Offer, in case, if any will be ignored.
12. **AUTHORITY TO SIGN TENDER:** The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer. The authorization letter should be enclosed.
13. **OPENING OF TENDERS:** Tenders will be opened on the fixed date and time in the presence of Tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.
14. **ACCEPTANCE OF OFFER:** RSMML reserves the right to reject any or all the tenders received or accept a tender either for the total Scope of Work or part thereof or to divide the scope of work in more than one tenderers without assigning any reasons thereof and not to accept the lowest tender without assigning reason for not accepting the lowest tender and no claim shall be entertained in this respect.
15. **VALIDITY:** The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 120 days from the date of opening of tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/ modification the earnest money deposited by the Tenderer, as per clause No. 16.0 hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.
In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of EMD.
16. **EARNEST MONEY DEPOSIT (EMD)**
 - 16.1. The tenderer shall deposit (interest free) a sum of Rs 3,000/- (Rupees Three Thousand Only) as Earnest Money Deposit along with the tender by Demand Draft/PO. It should be in favour of RSMML payable at Jodhpur. Offers not accompanied with the requisite Earnest Money Deposit will not be considered. EMD in any manner other than DD/PO will not be accepted.
 - 16.2. The tenderer is to furnish the EMD as per clause 16.1. While opening of the tender, it shall be first ensured that EMD is furnished and in case the same is found as per tender requirement, then only the offer will be opened. The offer of the tenderer(s) who has not furnished EMD of requisite amount and in prescribed manner will not be considered.
 - 16.3. The EMD shall be forfeited in case of:
 - i. If tenderer unsolicited revises and/or modifies and/or withdraw and / or amend their tender at its own after submission of tender.
 - ii. If it is established that tenderer have submitted any wrong information/ forged document along with the tender or thereafter/ found indulge in unfair trade practices.

- iii. If the tenderer declines to accept the contract/order placed by the Company subsequent to acceptance of his offer.
 - iv. If the tenderer does not submit the security deposit cum performance guarantee.
- 16.4. The EMD furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. EMD of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- 16.5. The earnest money of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the earnest money originally deposited may be taken into consideration in case tender is re-invited.
- 16.6. In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.
- 16.7. EMD will be taken @ 25% of the total value of EMD of tender in case of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered product .
- 16.8. Except above, no EMD exemption will be given to any party on any grounds and their offer will be liable for rejection.
17. **RSMML RIGHTS:** The Company reserves to exercise the following rights at its sole discretion without assigning any reasons thereof. The decision of the Company in this regard shall be final and binding.
- a) Not to accept any offer or reject any or all the offers.
 - b) To cancel the tender, postpone it for another date, change the venue of the receipt/opening of the tender.
 - c) To increase/decrease the quantity at any time during the contract.
 - d) To divide the quantity in more than one tenderer.
 - e) To place or not to place trial order.
 - f) To reject the offer, if it is established that the tenderer has submitted any wrong & misleading information / forged document along with offer or thereafter.
 - g) If the Stores of make other than the specified make, found Techno-commercially acceptable, a trial order may be placed by RSMML at its sole discretion to begin with.
18. Exemption for Taxes & Duties: Incase tenderer is exempted from any taxes & duties levied by State/Central Govt., then, the tenderer is requested to stipulate the same on his letter head along with the offer & also furnish the relevant supporting documents.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

Group General Manager (LS)

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit I/We shall abide by and adhere to the above terms and conditions fully.

Date:

Signature of the Tenderer with official stamps

Section II: SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIFICATIONS: Detailed technical specifications of NIT No. RSMML/SBU&PC-LS/GGM-LS/LE/NIT-02/2015-16 DATED: 10.06.15 for “Supply of shaft material & fabrication thereof for making roll shaft of double roll crusher’s rotor” are as per Annexure-I.

1. **QUANTITY:** As per Annexure-I. However, RSMML reserves the right to place order for the quantity, more than one for similar type of job within one year of date of issue of work order / purchase order for the first time. This will be treated as repeat order on same rates, terms and conditions.
2. **SCOPE OF SUPPLY:**
 - 2.1. The scope of supply shall be the delivery by the supplier as per Annexure-I at Sanu Mines, Jaisalmer in accordance with the Terms and Conditions of the Tender.
 - 2.2. The supplier shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules, and all other documents forming part of the contract, and also to have satisfied himself as to the nature and character of the Stores to be delivered under the contract.
 - 2.3. The supplier shall be entirely responsible for the performance of the contract in all respects according to the intent and meaning of the specification data.
 - 2.4. The arrangement for delivery of damaged shaft along with rotor assembly will be made by us through truck transport at our cost at your workshop/ site. However, arrangement for transport of entire assembled rotor along with return of damaged shaft at our site (Sanu Limestone Mines, Ramgarh Road, Dist. Jaisalmer, Raj.) and charges shall be inclusive in your rate part offer for the entire work i.e.: Shaft material, fabrication, removing of damaged shaft from rotor and fitment of new shaft in rotor and transport back to our above mentioned site.
3. **DELIVERY PERIOD:** The tenderer should clearly indicate the delivery period of the material.
4. **EVALUATION OF TENDER:**
 - 4.1. Pre-qualifying criteria:
 - a) The tenderer should be manufacturer/their authorized dealer, established fabricators.
 - b) Clientele served of similar nature of stores during last two years along with photocopies of orders and repeat orders and performance certificates, if any;
 - c) The tenderer who fails to furnish the prescribed EMD (as per clause 16 of Section- I) shall not be eligible for participation;
 - d) Submission of the documents as solicited under Clause no.2 of Section-I.
5. **DETERMINATION OF LOWEST BIDDER & NEGOTIATION:**
 - a) The lowest tenderer shall be determined on the basis of total landed cost. Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted,

RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.

- b) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- c) In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.
- d) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-invited, or company may take any other suitable action as deemed fit looking to the exigency of the work.

6. NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

If at any time after commencement of the supply, if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the AT, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

7. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

- a) As security for due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML, Security Deposit-cum-Performance Guarantee of 10% of total value of order by way of Demand Draft/Pay Order or in the form of Bank Guarantee in RSMML Performa from any Nationalized Bank/Scheduled Bank, within 21 days from the date of receipt of intimation of RSMML's acceptance of the tender. The Bank Guarantee should be valid for the period of 18 months from date of order inclusive of claim period.
- b) The SD shall be liable to be invoked/amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full, it's dues to the Company.
- c) The Company is empowered to recover from the SD any sum due and/or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactory performance or non-fulfillment of any of the conditions of the tender/contract.
- d) The Bank Guarantee/SD shall remain in force and binding notwithstanding any variation, alteration, modification etc. are made to the contract or any extensions of the contract period are granted by RSMML.
- e) RSMML shall not pay any interest on the Security Deposit. The Security Deposit shall be released on application by the contractor after expiry of guarantee and after discharge of all the supplier's obligations under the contract.
- f) The said Security Deposit shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any remedies available to RSMML in terms of the contract and or as per the laws of the land.
- g) Bank Guarantee/SD should be sent to the office of Group General Manager

(LS), RSMM Ltd., 8 West Patel Nagar, Circuit House Road, Jodhpur.

8. **RATES:**

- a) The prices are to be quoted as per proforma enclosed here with (Price bid) as Annexure X.
- b) The quoted rates shall remain firm & fixed during the complete execution of the contract. No escalation on whatsoever ground will be admissible.
- c) The price quoted should be both in figures and in word. In case of any discrepancy between the figures and written words, the lower of the two shall be taken as the quoted price.
- d) Entries should be neat and legible without any correction. Corrections, if any must be signed in full with date. The prices should be on FOR destination, erection & commissioning basis.
- e) If it is required to provide the excise duty or any other charges extra, the same must be specifically stated. In the absence of any such stipulation it will be presumed that the price includes all such charges and no claim for the same will be entertained.

9. **DELIVERY TERMS:**

a) **Inspection:**

1. First inspection shall be carried out at your site from your ready stock.
2. Second inspection shall be carried out at your site at start of fabrication of shaft.
3. Third inspection shall be carried out prior to dispatch of assembled rotor.
However, in all the cases, intimation shall be sent by the supplier through e-mail/phone or by post for the same.

- b) The delivery of the stores is required at Sanu Limestone Mines, Ramgarh Road, Jaisalmer and should be dispatched as per the schedule mentioned in purchase / work order placed. The tenderer should state the earliest delivery period they can offer for full or part quantity.
- c) Should the supplier fail to deliver the stores in full or part within the delivery period of the contract, Company will be entitled to cancel the contract in full or for undelivered portion and to purchase at the risk and cost of the tenderer.

10. **CONSIGNEE:**

The Consignee is Dy. General Manager (LSU), RSMM Ltd., Sanu Limestone Mines, Ramgarh Road, Dist. Jaisalmer (Raj.) or his authorized representative.

11. **INSURANCE:**

In case the materials are ordered on F.O.R Destination basis, the supplier shall insure the Stores against all transit risk from warehouse to warehouse basis at his own cost.

12. **TERMS OF PAYMENT & PAYING AUTHORITY:**

- a) The Company's standard terms of payment are 100% payment within 30 days after receipt and acceptance of stores by consignee.
- b) Billing & Paying Authority: The bill in triplicate along with the supporting documents duly verified by the consignee will be released by the office of Group General Manger (LS), RSMML, Jodhpur.
- c) Payment will be made through crossed A/c payee cheque payable at

Jodhpur/ RTGS. All bank charges/commission shall be borne by the contractor.

13. MANUFACTURER:

In case the tenderer is Dealers/Distributors/Sole Agents, the name of the manufacturers for the Stores will be indicated. The manufacturer's valid Authorization Certificate to participate in the tender should be enclosed.

14. TECHNICAL DATA:

Stores shall confirm the technical specifications as per Annexure-I. In case tenderers are on the Rate/Running contract with the DGS&D, a copy of Rate/Running Contract price of DGS&D will also be produced by the tenderer.

15. PRICE VARIATION:

The quoted price should remain firm and fixed till the completion of supplies. Only variation on account of changes in Taxes & Duties by the Government will be considered. No escalation/ variation on any other grounds whatsoever shall be considered or be admissible.

- a) Escalation on Government Taxes & Duties: The tenderer will indicate in his offer the applicable Taxes etc. in the offer. In the event of any increase/decrease in the Taxes etc. by the Government, the difference of the same shall be passed on to the Contractor/RSMML as the case may be. The subsequent increase/decrease shall be payable only on the production of authentic documentary proof by the Contractor.
- b) Save and except as aforesaid, the contractor shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element whether in respect of electrical charges, high speed diesel, oil, lubricants, tyres, tubes, spares, wages or minimum wages of workmen either statutory or contractual under any settlement or award or otherwise or on any other ground/or reason whatsoever.

16. COMPENSATION FOR DELAYED DELIVERY:

Should the contractor fail to deliver the stores in full/part within the delivery date the Company shall be entitled at its option either:

- a) To recover from the contractor as agreed compensation @ 0.5% of the value of the undelivered stores, for each week or part thereof subject to a maximum of 5% of value of undelivered store.

OR

- b) To purchase from elsewhere, without notice to supplier at his risk and cost of full undelivered part, as the case may be.

OR

- c) To cancel the contract in full or for the undelivered portion and to purchase or authorize purchase at the risk and cost of the supplier.

OR

- d) Company will be empowered to repurchase in such case (b & c) above, stores which are readily available to meet his requirements, irrespective of the fact whether these are similar or not.

17. ASSIGNMENT:

The contractor shall not sublet, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of the company. But such consent of the company, if given shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the sub- contractor, his agents and employees fully as if those are the

Contractor's own acts.

18. INDEMNIFICATION:

Except where arising from the negligence of RSMML or RSMML's employees, the supplier shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the supplier or suppliers personnel or by claims made against RSMML by third parties in respect thereof.

19. PERFORMANCE GUARANTEE:

The tenderer shall guarantee that the stores under the contract shall be free from all defects for a minimum period of Twelve months from the date of commissioning of plant or Eighteen months from date of invoice, whichever is earlier. If at any time during the guarantee period, the stores do not confirm the Company's requirements /specifications and/or do not meet the desired performance /specifications the supplier will lift the material at its own expenses within a time to be specified by the Consignee. In the event the tenderer failing to do so, the Company shall take appropriate action and the expenses on this account forthwith be reimbursed by the tenderer/adjusted from any due payment without prejudice to the Company's any other rights and/or remedies provided in the contract or by the relevant provision of Law.

20. PRICE FALL CLAUSE:

In the event of supplier accepting lower prices for supplies covered under the contract to any other companies during the pendency of the contract, the lower price and charges will also be applicable to this contract. The supplier must intimate RSMML as soon as they accept lower prices from any other company including PSU and Government Organization.

21. INDIAN/BSS STANDARD:

All specification mentioned in the tender documents are based on Indian Standards or equivalent and where no Indian standards exists the supplies conform to B.S.S. All electric installations, equipments etc shall have to conform to Indian Electricity Rules 1967 and as amended from time to time.

22. TERMINATION:

- a) In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach may result in termination of the Purchase Order and forfeiture of Security Deposit without any prejudice to the Company's rights to claim damages/cost/ loss etc. caused by such default/breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.

- b) The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the supplier at their last notified address. In such an event the supplier shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

23. FORCE MAJEURE:

At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/or obligations under this

contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to labour strikes, lock- outs and Acts of God or Acts of Government/statutory bodies (hereinafter referred as “Event”) then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

24. **JURISDICTION:** The contract is subject to the jurisdiction of courts of Jodhpur in the state of Rajasthan.

For RAJASTHAN STATE MINES & MINERALS LIMITED

Group General Manager (LS)

I/We have studied the above terms and conditions and having understood the same in true sense and spirit, I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Place:

Date:

ACCEPTANCE TO THE TECHNICAL SPECIFICATION FOR THE SUPPLY & FABRICATION OF SHAFT MATERIAL FOR MAKING ROLL SHAFT OF DOUBLE ROLL CURSER'S ROTOR:

S. No.	Description	UOM	Qty.	Deviations,	if any
1	Fabrication of new crusher's rotor shaft by using CK 45 N forged steel (for Thyssenkrupp make crusher; Ø 1000 X 1200); its proper normalization prior to its replacement by damaged rotor shaft fitted in rotor supplied by us, after carrying out all other related repair works including removing of damaged shaft, line boring, welding etc. However, you may have to replace taken out keys (if required) and their fitting back with new fabricated shaft in rotor as per enclosed drawing etc. Shaft materials used for fabrication shall be duly tested from authorized laboratory, in addition to other related tests like ultrasonic test for detecting cracks etc and the same will be supported by certificate for its being a genuine material & defect less in all respects. However, the final specification of fabricated shaft used by you in assembling work shall match with our drawing (i.e. length of finished shaft 2319 mm & Ø 200 mm).	No	1		

Note: Test Certificate/Manual to be provided at the time of supply.
We hereby confirm and accept to supply as per above specifications.

Signature of Tenderer with official stamps

Date & Place:

DETAILS OF PAST EXPERIENCE**ORDERS EXECUTED**

Sl. No.	Purchaser Name & Address	Order no. & Date & volume of order	Quantity Supplied with value in Rs.
1			
2			
3			
4			
5			

ORDERS IN HAND

S. No.	Purchaser Name & Address	Order no. & Date & volume of order	Quantity Supplied with value in Rs.
1			
2			
3			
4			
5			

Signature of Tenderer with official stamps

Place:

Date:

CHECK LIST

(While submitting the tender, each column should be filled by the tenderer. In case, any column does not relevant it should be mentioned as 'not applicable'.)

S.No.	Particulars	Agreed / Provided	Deviation in case of not agreed
1	Earnest Money Deposit		
2	One complete tender set duly signed & sealed as token of acceptance		
3	Validity 120 days		
4	Details of mfg., Capacity, testing facilities, quality control etc.		
5	Past experience details in Annexure-II along with supporting documents.		
6	TIN No.		
7	IT PAN No.		
8	Undertaking that no condition is mentioned in the Price Bid		
9	Declaration that tenderer have not been banned/suspended.		
10	Acceptance of Determination of lowest bidder clause		
11	Authorization certificate in case of dealer		
12	Acceptance of RSMML Right		
13	Acceptance to specification & scope of works		
14	Acceptance of Inspection, Sampling, Testing, acceptance & rejection		
15	Acceptance to Security Deposit		
16	Acceptance to Payment Terms		
17	Compensation for delayed delivery		
18	No Compensation for alteration of delivery schedule		
19	Acceptance of Performance Guarantee/Warranty		
20	Acceptance to termination clause		
21	Acceptance to force majeure clause		
22	Acceptance to jurisdiction clause		
23	Acceptance to exception/deviation clause		
24	Acceptance to termination clause		
25	Confirmation to suitability and conformity		
26	Declaration regarding registration with MS&MED act, 2006		
27	Delivery period		
28	Acceptance to Indemnification clause		
29	Price: (No price indication should be here) a) FOR destination b) Firm & fix. c) Packing & forwarding d)Freight & Insurance e) Excise duty /Custom Duty & CESS on Duty f) Sales tax g) Any other taxes & duties h)Attested copy of exemption in taxes & duties, if any,	@ _____ @ _____ @ _____	
30	Duly filled up annexure, I to X		
31	Any Other Information (Give Details)		

Date & Place:

Signature of Tenderer with official stamps

Declaration for Registration under Micro, Small & Medium Enterprises Development Act, 2006

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____(YES/NO)

2. If yes, please furnish the declaration given below.

We (Name of Tenderer _____)
, hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises having entrepreneurs Memorandum No..... and under category of (Manufacturer/Service Provider)

3. Enclose attested copy of registration certificate.

Signature of Tenderer with official stamps

Date & Place:

GENERAL PROFILE OF THE TENDERER

Name & address of the office of the	
Tenderer with telephone No., FAX,	
E-mail nos. etc.	
Name & address of manufacturing	
Plant of the tenderer with telephone	
No., FAX, E-mail nos. etc	
Name & Mobile no. of the authorized contact person whether proprietor/partnership/ Company	
Name of Partners/Directors	
PAN No.	
TIN No.	
MSMED Registration No. & Date	
Turnover in Rupees (indicate the figures of last three years)	
Name & address of the banker	
If the tenderer is in any other business, please specify.	
Any other relevant information.	

Signature of Tenderer with official stamps

Date:

Place:

EXCEPTIONS AND DEVIATIONS

Name of Tenderer: _____

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

S.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of Tenderer with official stamps

Date:

Place:

Confirmation for Remittance of all payments through RTGS

We confirm our acceptance for remittance of all our due payments by RSMML i.e. payment against bills, refund of EMD, refund of SD, etc. through RTGS (Real time gross settlement system) directly to our bank account. Our RTGS details are as under:

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

Signature of Tenderer with official stamps

Date:

Place:

DECLARATION THAT NO CONDITION IS MENTIONED IN PRICE BID

Name of Tendered: _____

We hereby undertake that we have not mentioned any condition in price bid.

Date:

Signature of Tenderer with official stamps

Place:

DECLARATION OF NON SUSPENSION/NON BANNING

Name of the Tenderer:_____

We hereby declare that we have not been banned/suspended or de-listed by RSMML in past.

Signature of Tenderer with official stamps

Date:

Place:

PRICE BID

NIT No. RSMM/SBU&PC-LS/GGM-LS/LE/NIT-02/2015-16 DATED: 10.06.15

Due date for opening: 3:30 P. M. on 06.07.2015

SUB: "Supply of shaft material & fabrication thereof for making roll shaft of double roll crusher's rotor"

Name of the bidder

S. No.	Description/Specification	Unit	Qty	Unit Rate (Rs.)	ED & Cess	VAT/ CST	Freight Charges up to Sanu Mines & other	Octoroi & Insurance	Any other charges (if any, pl specify)	Total Landed Cost at Sanu Mines
1	Fabrication of new crusher's rotor shaft by using CK 45 N forged steel (for Thyssenkrupp make crusher; Ø 1000 X 1200); its proper normalization prior to its replacement by damaged rotor shaft fitted in rotor supplied by us, after carrying out all other related repair works including removing of damaged shaft, line boring, welding etc. However, you may have to replace taken out keys (if required) and their fitting back with new fabricated shaft in rotor as per enclosed drawing etc. Shaft materials used for fabrication shall be duly tested from authorized laboratory, in addition to other related tests like ultrasonic test for detecting cracks etc and the same will be supported by certificate for its being a genuine material & defect less in all respects. However, the final specification of fabricated shaft used by you in assembling work shall match with our drawing (i.e. length of finished shaft 2319 mm & Ø 200 mm).	No.	1							

Note:

1. Please quote the duties and taxes as per applicable rate (on the date of opening of the Limited Tender).
2. Price shall remain firm and fixed during the period of contract.
3. Escalation/de-escalation will be provided /passed on to RSMML, as the case may be in respect of Statutory Duties and Taxes subject to production of documentary proof.
4. If any particular item is not applicable, please write "Not applicable".
5. Please enclosed separate sheet in given format, if required.

Signature of Tenderer with official stamps

Date & Place: