RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

REGISTERED OFFICE: C89-90, Lal Kothi Scheme, Janpath Jaipur (Rajasthan) India Ph.:+91-141-2743734. 2743934 Fax: +91-141-2743735, 2428739 CIN No.: U14109RJ1949SGC000505 <u>CORPORATE OFFICE:</u> 4, Meera Marg, Udaipur – 313 001 Ph.:-91-294-2428768,2428763-67 Fax:+91-294-2428768 www.rsmm.com e-mail <u>naveengupta.rsmml@rajasthan.gov.in</u>

PAN No : AAACR7857H <u>GSTIN No.</u>08AAACR7857H1Z0

TENDER DOCUMENT

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<u>e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24</u> Dated 05.09.2023 FOR "SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES AND SPECIFICATIONS TO SBU-PC (LS), JAISALMER

S.NO.	Description	Date	Time	
1	Bid Submission Start Date	12.09.2023	11:00 a.m.	
2	Bid Submission Closing Date	20.09.2023	6:00 p.m.	
3	Techno-Commercial Bid Opening Date	21.09.2023	3:00 p.m.	
4	Last date of Submission of Tender Document Fee, Processing Fees and Bid Security as per tender	20.09.2023	on or before 20.09.2023 up to 6:00 p.m.	
5	Price Bid Opening Date	Will be intimated to the techn qualified bidders procurement porta	no-commercially s through e-	
6	Websites for downloading tender documents/ corrigendum etc.	www.eproc.rajasth www.rsmm.com http://sppp.rajasthan.		
7	Website for submission of tender/bid (only online)	http:// www.eproc.rajasthan.gov.in		
8	Tender Document Fees	favour of "Rajastl	lusive of GST) in han State Mines & payable at Udaipur.	
9	RISL Processing Fees	Rs. 500/- in favou payable at Jaipur.		
10	Bid Security Declaration	Rs. 36,000/- "Rajasthan State Limited" payable	Mines & Minerals	



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e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 Dated 05.09.2023

NOTICE INVITING e-TENDER

e- Tenders are invited from the manufactures for **"SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES AND SPECIFICATIONS TO SBU-PC (LS), JAISALMER PLANT** of following specifications.

S.	Description	Qty.	Bid
Ν		in Mtrs.	Security
			(in Rs.)
1.	Conveyor belt 1000 mm width, as per IS:1891 Part-1	632	
	(as per latest amendment) for Jaisalmer Unit .		
2.	Conveyor belt 700mm width, as per IS:1891 Part-1	135	36,000/-
	(as per latest amendment) for Jaisalmer Unit .		
3.	Conveyor belt 650mm width, as per IS:1891 Part-1	213	
	(as per latest amendment) for Jaisalmer Unit .		

Note- Details of Belt cut length rolls are mentioned in enclosed annexure -VI, VI-A.

For more details, visit us on website <u>www.rsmm.com.</u>, www.eproc.rajasthan.gov.in, <u>www.sppp.rajasthan.gov.in</u> or contact Dy. General Manager (MM) at the above address. However, bids will be submitted online only through e-procurement portal of Govt. of Rajasthan.

(L.S. Sardalia) GGM (MM)

Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO SBU-PC (LS), JAISALMER

Section – I	Instruction for Preparation & Submission of tender and
	conditions of e-Tender.
Annexure- I	General profile of tenderer.
Annexure- II	Undertaking towards banning/suspension.
Annexure- III	Registration details as per MSMED Act, 2006.
Annexure- IV	Undertaking towards acceptance of all terms & conditions of
	tender.
Annexure- V	Details of taxes & duties offered in the price bid.
Annexure- VI	Check-list to technical specification.
Annexure- VII	Details of Past Experience.
Annexure-VIII	Declaration by Tenderer.
Annexure-IX	Format of CA Certificate towards Turn Over .
Annexure - X Format of BG towards S.D.	
Annexure - XI	Format of Bid Security Declaration
Annexure - XII	Format of Performance security declaration.
Annexure-A	Compliance with the Code of Integrity and No Conflict of
	Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure-C	Grievance Redressal during Procurement Process and Form No.
	1.
Annexure-D	Additional Conditions of Contract.
Form-A	Format of Application by MSME for Purchase Preference in
	Procurement of Goods.
Form-B	Format of Affidavit.

SECTION -1:

Instructions for preparation & submission of e-tender and Conditions of e-Tender:

1.0 Instructions for preparation & submission of tender:

- i) Tender shall be submitted online only through e-procurement portal of GoR i.e. <u>www.eproc.rajasthan.gov.in</u>.
- ii) No physical/offline Tender/bid shall be accepted.
- iii) The Tender document fee shall be in the form of RTGS/NEFT/Demand Draft / Bankers Cheque/ Bank Pay Order in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur and shall be submitted to the office of the GGM(MM),4-Meera Marg, Udaipur upto schedule date and time, as above.

- iv) The Bid Security shall be in the form of RTGS/NEFT/Demand Draft / Bankers Cheque/ Bank Pay Order in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur and shall be submitted to the office of the GGM(MM),4-Meera Marg, Udaipur upto schedule date and time, as above.
- v) The **Processing Fee** shall be in the form of RTGS/NEFT/Demand Draft /Bankers Cheque/ Bank Pay Order drawn in favour of **" MD RISL" payable at Jaipur** and shall also be submitted to the office of the GGM(MM), 4-Meera Marg, Udaipur upto schedule date and time, as above
- v) Conditional tenders and casual letters sent by the bidders will not be accepted.
- vi) Bidders are requested to read the instruction in the Tender Document/Bid before submitting the Tender/BID online.
- vii) The Tender Document is not transferable.
- viii) Bidders who wish to participate in this tender will have to be registered on http://eproc.rajasthan.gov.in. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or may contact Government of Rajasthan e-procurement Cell, Department of IT&C for further assistance. Bidders who already have a valid Digital Certificate not to procure a new Digital Certificate.
- ix) <u>Contact details of Government of Rajasthan e-procurement Cell</u>, <u>Department</u> <u>of IT&C for any technical related queries are:</u>

24X7 Help Desk Telephone No. 0120-4200462, 0120-4001002, 8826246593. e-mail-support-e proc @ nic.in. Local Help Desk Number 0141-4022688. 9.30 a.m. to 6.00 p.m. on all working days. email: eproc@rajasthan.gov.in,. Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg,C-Scheme, Jaipur.

- x) Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Interested bidders may contact e-Procurement Cell, RISL.
- xi) Bidder shall submit their offer on-line in electronic formats both for techno commercial and financial bid, however Demand Draft / Bankers Cheque/ Bank Pay Orders/RTGS/NEFT for Tender Fees & Bid Security & Processing Fees should be submitted offline (manually /post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Daft / Bankers Cheque/ Bank Pay Orders should also be uploaded along with the online Bid.
- xii) Tender Document Fee, processing fees & bid security can also be furnished by the way of RTGS/NEFT in the account of RSMML in addition to other modes already prescribed in the relevant clauses of the tender document. Our Bank Details are as under:

IDBI Bank,

Account No.:050102000002202 IFSC Code: IBKL0000050 Saheli Marg, Udaipur (Raj.) India

Note: Tenderes are requested to forward the UTR no. & other relevant details through email immediately after deposition of fees through RTGS/NEFT for verification at our end on above mentioned e-mail address

- xii) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- xiii) Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- xiv) All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Company shall not be responsible for any interruption / technical snag in website and No extension in deposition of Tender/bid shall be allowed unless otherwise RSMML extends the dates.
- xv) Provisions of Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013 & subsequent amendments time to time, will also be applicable & part of this tender.
- In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2013, following annexures are enclosed and tenderers are required to furnish duly filled, sealed and signed copies of these annexures alongwith Part I of offer.
 Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 Annexure-B- Declaration by the Bidder regarding Qualifications.
 Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 Annexure-D- Additional Conditions of Contract.
- xvi) Bidders shall have to upload the legible/readable bid documents online through e-proc portal in the "covers" as below/prescribed in the document in PDF/jpg format.

COVER-A

- i) Scanned Copies of RTGS/NEFT details/Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender document Fees & Processing Fees and Bid Security.
- ii) Authorisation in favour of a person signing tender document.
- iii) General profile of tenderer as per Annexure-I.
- iv) Declaration towards banning/suspensions & GST as per Annexure- II.
- v) Registration details as per MSMED Act, 2006 as Annexure- III along with supporting documents.
- vi) Undertaking towards acceptance of all terms & conditions of tender as per Annexure- IV.
- vii) Details of taxes & duties offered in price bid as per Annexure-V.

COVER-B:

- i) Check-list to technical specification for the tendered products as per Annexure- VI.
- ii) Details of Past Experience as per Annexure-VII & clause no. 9.0 (ii) along with attested copies of supporting documents like purchase orders, performance certificate, etc.
- iii) Document towards Tenderer status as manufactures as per clause no. 9.0 (i) along-with Annexure-VIII.
- iv) Details of laboratory and equipments/ machines for testing of parameters as per point no. iii of clause no. 9.0.
- v) Attested copy of Balance Sheet, P & L A/c. for the F.Y. 2020-21, 2021-22 & 2022-23 towards turnover and CA Certificate as per annexure-IX as per point no. iv) of clause no. 9.0.

COVER-C

Price Bid in **xls format.**

2.0 SUBMISSION & OPENING OF TENDERS:

The online submission of bids on the e-procurement portal i.e. http://eproc.rajasthan.gov.in within the specified date and time will be the sole responsibility of the Tenderers. In case the date of opening of bids happens to be a holiday, then the bids shall be opened on the next working day.

Tenderers are requested to ensure submitting their tender online on eprocurement portal only and furnishing Demand Draft/ Bankers Cheque/ Bank Pay Orders towards Tender Document Fee, Processing Fee and Bid Security offline to the office of GGM(MM) within the specified time & date of submission. Tenders in physical form (offline) will not be acceptable in any case.

Tenderers may note that they will not be able to submit their tenders online after the specified/ scheduled date & time of submission of bid document. Tenderers should also to ensure furnishing Demand Draft / Bankers Cheque/ Bank Pay Orders towards tender document fee/ Bid Security / Processing Fees to the office of GGM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

Tender Document Fees, Processing Fees & Bid Security may also be furnished by the way of RTGS/NEFT in the account of RSMML in addition to other modes already prescribed in the relevant clauses of the tender document.

Our Bank Details are as under: IDBI Bank, Account No.:05010200002202 IFSC Code: IBKL0000050 Saheli Marg, Udaipur (Raj.) India

Note: Tenderes are requested to forward the UTR no. & other relevant details through email immediately after deposition of fees through RTGS/NEFT for verification at our end on above mentioned e-mail address.

3.0 WARRANTY:

Warranty should be applicable in respect of sub-standard materials, poor workmanship and faulty design (excluding normal wear and tear) for a period of 12 months from the date of commissioning or 18 months from the date of receipt of belt at Jaisalmer Mines, whichever is earlier. Defective material should be replaced free of cost by the supplier at our Jaisalmer Mines as the case may be. Warranty replacement should be completed within 30 days from the date of the claim.

4.0 DELIVERY TERMS: Time is an essence of Contract.

The delivery basis of the stores will be on f.o.r. destination basis at SBU – PC (LS), Sanu Lime Stone Mines, Jaisalmer (about 55 Km. Away from Jaisalmer. The Tenderer should state the earliest delivery period they can offer for full or part quantity. RSMML's desirable delivery period is within 90 days.

5.0 SPECIFICATION & QUANTITY:

S.	Description	Quantity
	Description	in mtrs
<u>No</u> 1.		
	 kg/mtrsqr, overall belt thickness >= 12.1 mm. Belt must be suitable for both hot & cold vulcanizing joint. Other detailed specifications will be as per annexure-VI-A 	212mtr)
2.	 Conveyor belt 650 mm width, as per IS:1891 part-I (latest), suitable for conveying steel grade limestone lumps size (- 100 mm) with sharp edges, Rubber Cover Grade M 24, Nylon/Nylon, Rating 400/3 HD, cut edge construction with float Breaker Ply on top, No. of Ply 3, top cover 5 mm bottom cover 3 mm. Carcass Thickness 5.1 mm, Carcass weight 5.8 kg/mtrsqr, overall belt thickness >= 12.1 mm. Belt must be suitable for both hot & cold vulcanizing joint. 	213 mtrs (in one roll of 213mtr)
	Other detailed specifications as per annexure-VI-A	

3.	Conveyor belt 700mm width, as per IS:1891 part-I (And as per latest amendment), suitable for conveying steel grade limestone lumps size (- 100 mm) with sharp edges, Rubber Cover Grade M 24, Nylon/Nylon, Rating 400/3 HD, cut edge construction with float Breaker Ply on top, No. of Ply 3, top cover 5 mm bottom cover 3 mm. Carcass Thickness 5.1 mm, Carcass weight 5.8 kg/mtrsqr, overall belt thickness >= 12.1	135 mtrs (in one roll of 135mtr)
	 Carcass weight 5.8 kg/intrsqr, overall beit thickness 22 12.1 mm. Belt must be suitable for both hot & cold vulcanizing joint. Other detailed specifications will be as per annexure-VI-A 	

6.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of **Four Months** from the date of opening of tender (Part-I), within which period the tenderer shall have no right to withdraw, cancel, amend or modify his offer. In case of withdrawal/cancellation/ amendment/ modification in the offered tender, the Bid Security deposited by the tenderer 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 (LOA/PO) by RSMML, fails to execute the contract as per the conditions therein, such an event will be considered as the tenderer's calculated willful breach of the contract. The cost & consequence in such cases shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of BID SECURITY.

7.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

The tenderer shall deposit (interest free) a sum of Rs. **36,000**/- (Rupees Thirty Six Thousand only) as Bid Security in the form of RTGS/ NEFT/Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur.

The tenderer shall deposit (interest free) a sum, as above, towards Bid Security in the form of RTGS/ NEFT/ Demand Draft / Bankers Cheque/ Bank Pay Orders payable to RSMML, Udaipur. Offers not accompanied with the requisite Bid Security will not be considered.

Tenderers shall deposit a sum Rs. 1,180/- towards tender document fees and Rs. 500/- towards processing fees by RTGS/NEFT/Demand Draft /Bankers Cheque/ Bank Pay Orders only to the office of GGM(MM) within the specified date & time. The details of furnishing such financial instruments are elaborated in clause no. 1.0. Payments through Cash, Cheque or Bank Guarantee will not be accepted.

RTGS /NEFT details/Demand Draft/ Bankers Cheque/ Bank Pay Orders etc. for Bid Security, Tender Fees, Processing Fees should be submitted offline (personally /post/courier) to the office of GGM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of Demand Draft / Bankers Cheque/ Bank Pay Orders /RTGS/NEFT etc. should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

c) The Bid Security shall be forfeited in case of :

- i) If tenderer unsolicited revises and/or modifies and/or withdraw &/or cancel/amend the offer at its own after submission of tender during the validity period.
- ii) If it is established that tenderer has submitted any wrong information/forged document alongwith the tender or thereafter.
- iii) If the tenderer declines to accept 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.
- v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.
- (d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.
- (e) The Bid Security 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 bid security against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited. However, tender document fees and processing fees have to be furnished afresh incase of re-tender.

8.0 CONSIGNEE:

GGM, SBU-PC (LS), or his authorized officer, RSMM Ltd; Sanu Lime Stone Mines, Jaisalmer.

9.0 PRE-QUALIFYING CRITERIA:

Tenderers will be pre qualified on the basis of following criteria:

- i) Tenderer should be manufacturer of conveyor belts and manufacturing belts since past 5 years. Tenderer should enclose documentary proof towards date of establishment of firm.
- ii) Tenderer should have supplied Conveyor Belt of single length 500 Mtr length of minimum 1000 mm width, tensile strength 800/4 KN/m or higher, Nylon X Nylon (Carcass), conveyor belts with its top & bottom 5 and 2mm thickness or more, rubber cover grade conforming to IS 1891 (Part- I) and latest for M24 Non Heat Resistance Grade rubber cover during one FY. Purchase order copies regarding past executed above supplied work shall be submitted.

- iii) Tenderer should have in-house laboratories for testing
 - a. Conveyor Belt: Full thickness breaking strength (weft & warp) in kN/m.
 - b. Rubber Cover / Grades:
 - 1. Tensile strength (MPa)
 - 2. Elongation at break (% age)
 - 3. Adhesion (kN/m)
 - 4. Polymer identification (eg. Nitrile Natural Rubber, PVC etc),
 - 5. Abrasion Loss (qubic mm) as per IS 1891(Part-I)- latest.

Tenderer will submit details of laboratory and equipments/ machines for testing of parameters as above.

- iv) Tenderer should have minimum turnover of Rs. 5.0 Crore in any of last three financial years – F. Y.2020-21, 2021-22 and 2022-23. The turnover should be in respect of sale of Conveyor Belts only. Tenderer will submit copies of balance sheet/ certificate of their Chartered Accountant towards turnover of Rs. 5 Crore towards sale of conveyor belts only. Tenderer should submit CA certificate for:-
 - (a) Total turnover of their firm.
 - (b) Turnover towards conveyor belts out of total turnover.

The tenderer who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period. For this purpose Tenderer will furnish declaration as per Annexure – II.

10.0 RSMML's RIGHT:

RSMML reserves to exercise following rights at its sole discretion without assigning any reason thereof. The decision of the Company in these 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.
- c) to divide the quantity into more than one tenderer.
- d) to increase / decrease the quantity.
- e) to accept/reject offered products on technical ground.

11.0 INSPECTION:

- i) The pre dispatch inspection and test may be conducted at the premises of the tenderer. The tenderer will inform the RSMML well before in time for conducting pre dispatch inspection. However, the final inspection shall be carried out at consignee's end after receipt of the material at site which will be final and binding to both parties.
- **ii)** RSMML's right to inspect, test and, where necessary, reject the items after the arrival at RSMML site shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the RSMML or its representatives prior to the goods.

- **u1)** RSMML at its sole discretion may conduct third party inspection of supplied belts after arrival of belts at RSMML site and before final acceptance. The cost of such inspection will be borne by RSMML. In case Belts are not found meeting the tender /order specifications in third party inspection, supplier will replace the belts at their cost irrespective of the fact that the belts were earlier found acceptable during Pre -Dispatch Inspection by RSMML.
- iv) In case of rejection of any supply, the same should be replaced immediately within 30 days of intimation for rejection. Tenderer will take rejected material back at his own risk, cost and transportation.

12.0 RELAXATION IN TENDER DOCUMENT FEES, BID SECURITY & SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- (A) Tenderers offering in capacity of micro, small and medium enterprises of the State of Rajasthan, having acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum as mentioned in Micro, Small and Medium Enterprises Development Act, 2006, issued by the competent authority facilitated, on furnishing of a self-attested copy of acknowledgement of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum, following relaxations will be provided if sought by the bidder along-with requisite documents
 - i) Tender document fees will be taken @50% of the prescribed total value of Tender document fees.
 - ii) Bid Security will be taken @25% of the total value of Bid Security. In case of offering the quantity lesser than the tendered quantity, then they can submit proportionate amount of bid security in proportion to the quantity being offered with respect to the bid security amount for tender quantity.

iii) Security Deposit will be taken @0.5% of the total value of order.

(B) 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 Bid Security. they are exempted from deposition of Bid Security & Security Deposit However, they have to give declaration as per Annexure-(XI) & (XII).

Except above, no exemption in respect of Tender Document Fee, Bid Security & Security Deposit (Performance Security) will be given to any party on any grounds (except considered by management on the merit of the case) and their offer will be liable for rejection.

13.0 PURCHASE PREFERENCE TO MSME FIRMS:

The purchase preference will be given to MSMEs firms of Rajasthan as per notifications issued by Finance Department, GoR. For availing the purchase preference, bidder has to furnish declaration/certificate as per Form-A & B annexed.

14.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (Except State Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/PO. The Bank Guarantee should be valid for a period of 3 months in excess of the contractual period.

Security Deposit Cum Performance Guarantee" may also be furnished by the way of FDR in addition to existing methods mentioned in tender. FDR should be furnished as per provisions of RTPP Rule 75(3)(e), as below-

"Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed

Deposit shall be forfeited along with interest earned on such Fixed Deposit".

- ii) The BG shall 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.
- iii) The Company is empowered to recover from the S.D. 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 un-satisfactory performance or non fulfillment of any of the conditions of the tender/ contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modifications are made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security 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 other remedies available to RSMML in terms of the contract and/ or as per the laws of the land.
- vii) Incase SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.25% (Zero Point Twenty Five Percent) of total Security Deposit amount subject to the maximum of Rs. 25000/- or as applicable at the time of submission of B.G.

viii) S.D. should be send to the office of GGM(MM), CO, Udaipur.

15.0 EXCEPTION & DEVIATION/ ACCEPTANCE OF ALL THE TERMS & CONDITION OF TENDER:

Tenderers are advised to submit their offer based on terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Offer containing stipulations of deviations to the terms & conditions are liable to be ignored. However, in case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Annexure- IV. Deviations mentioned anywhere else in the offer shall be ignored without any consequences.

- i) Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- ii) Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- iii) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer. Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

16.0 PRICE:

- i) The firm & fixed price should be quoted on-line in Indian Currency strictly in Price Bid (BOQ) Cover C on f.o.r. destination basis.
- ii) Tenderer (s) should offer prices strictly in the BOQ uploaded on the site. They should first download the BOQ from the site on their system and after filling it, the same BOQ should be uploaded on the e-procurement portal.
- iii) Price will remain firm and fixed till the complete execution of the contract.
- iv) Please quote the duties and taxes as applicable on the date of submission of offer clearly and separately against each item. In the event of any increase/decrease in the Taxes & duties by the Government, the difference of the same shall be passed on to the tenderer/RSMML as the case may be. The increase shall be payable only on the production of authentic documentary proof by the tenderer.
- v) Save and except as aforesaid, the tenderer 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.
- vi) Timely deposition of GST and filing of requisite tax returns of relevant tax period would be the sole responsibility of the contractor. The contractor will also ensure that necessary credit on this account is available to RSMML in the next month. In case of any discrepancy, where credit is not available to RSMML, then company is free to deduct/recover/retain such amount from the bills of contractor or any other amount due to him/or from security deposit, as the case may be.
- vii) In case of reversal of Input tax credit (ITC), imposition of penalty on account of payment of GST and default in filing of returns towards the payment for the work, contractor is liable to pay all such dues to the company, failing which RSMM is free to deduct/ recover/retain such amount from the bills of contractor or any other amount due to him/or from security deposit, as the case may be.

- viii) Further, the contractor shall submit an undertaking with monthly bills bearing GSTIN and HSN/SAC Code that "total" GST has been deposited and returns have been filed for relevant tax period".
- ix) In addition, a general undertaking shall also be furnished by the bidder at the time of submission of bid that äs on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

17.0 DETERMINATION OF ECONOMIC BIDDER AND NEGOTIATIONS:

- a) For evaluation purpose, best economic bidder shall be determined based on total value of order on the basis of total landed cost of conveyor belts at destination inclusive of all duties, taxes, transportation charges, Freight, Insurance, P & F, any other delivery charges up to destination excluding GST and giving effect of any other duties/taxes/levies /exemption/by the State / Central Govt. which are applicable directly / indirectly on the supply/use of Conveyor Belts. On similar basis L2, L3, L4best economic bidders be determined. However, best economic bidder may require to match/rationalize the prices of items where their prices are found to be higher than lowest price for such items.
- b) RSMML reserves right to place order for all items to one bidder or to place order on item wise lowest basis.
- c) In case RSMML opt for placing the purchase order to more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effect, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
- 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. **NEGOTIATIONS:-**
- i) Negotiations may be conducted with the lowest tenderer only. In case of nonsatisfactory 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.
- ii) 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.
- iii) 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.
- iv) In case RSMML decides for parallel orders, then the negotiations will be held with L2 & other tenderers to match /rationalize the L1 price in order of their ranking.

18.0 PARALLEL ORDERS:

In case RSMML opt for placing the purchase order to more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effect as per clause no. 17.0(a), on refusal by L2 tenderer, then to L3 tenderer & so on.

18.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

If at any time before the commencement of the supply the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the schedule of supplies, shall give notice in writing of the same to the supplier and the supplier shall neither be entitled to any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the supplier be entitled to any claim or compensation for re-scheduling of delivery period.

19.0 TERMS OF PAYMENT:

- i) 100% Payment within 30 days after receipt and acceptance of stores by consignee.
- ii) **Billing & Paying Authority**: The bill in triplicate along-with the supporting documents duly verified by the consignee will be released by Payment disbursing authority FA, CO, RSMML.
- iii) Payment will be made through RTGS/NEFT. All bank charges/commission shall be borne by the contractor.

20.0 COMPENSATION FOR DELAYED DELIVERY:

or

In case the supplier fails to deliver the stores as per agreed specifications in full/part within the delivery date or the stores are rejected, the Company shall be entitled at its option:

- a) to recover from the supplier as agreed pre determined compensation (a) $\frac{1}{2}$ % per week of the value of the undelivered stores, for each Week or part thereof subject to a maximum of 5% of value of undelivered store.
- b) either to purchase from elsewhere , without notice to supplier at his risk and cost for full or undelivered part, as the case may be.
- c) to cancel the contract.

In case of (b & c) above, the company will be empowered to purchase stores which are readily available with alternative source to meet his requirement, irrespective of the fact whether these are similar or not.

21.0 RIGHT TO REVIEW PERFORMANCE:

The Company reserves the right to review and assess the performance of the Tenderer at any time during the pendency of the contract period. In case of poor or unsatisfactory performance and/or breach of any of the terms and conditions of the Contract, the Company in its absolute right and discretion may take appropriate action including termination of the contract and cancellation of the contract. The Company shall have absolute right to determine and ascertain the damages of loss suffered by it due to poor performance or breach of the terms and to recover the cost thereof from the tenderer from their Security Deposit or any sum due to the tenderer from the company. No claim whatsoever on this account will be entertained/ admissible by the Company.

22.0 SUB-LETTING OF TENDER:

The Tenderer 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 Tenderer from any liability or obligation under this contract and the Tenderer shall be responsible for all acts, defaults and neglects of the sub-Tenderer, his agents and employees fully as if those are the Tenderer's own acts.

23.0 LEGAL & STATUTORY OBLIGATIONS:

- i) The Tenderer shall also be ascertained and checked for by the company as per the provisions of Mines Act and Metalliferous Mines Regulations and bye-laws made there under. The company may not allow a transport vehicle to ply in mines area if it is found that the same is not fit to be deployed in mines area. The tenderer is to abide by all the statutory rules & regulations relating to mining and/or sales, transportation etc about the offered material.
- ii) All the transport vehicles deployed should be fitted with safety devices like audible warning system while reversing, horns, headlights, powerful brakes, etc.

24.0 BREACH OF STATUTES:

The Tenderer shall indemnify the Company against all penalties and liabilities of every kind of breach of any statutes, ordinance, rules and regulations or bylaws as may be applicable for and in the execution of the contract.

25.0 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 claims made against RSMML by third parties in respect thereof.

26.0 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 with 10 days, failure to which may result in termination of the contract 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.
- c) Not withstanding 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.

27.0 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 Acts of God or Acts of Government /statutory bodies (herein after 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.

28.0 JURISDICTION:

The Law of the land will prevail and legal jurisdiction shall be the exclusive Courts situated in Udaipur in the State of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED

(L.S. Sardalia) GGM (MM)

I/We have studied the Technical Specifications above terms and conditions stated in SCC & GCC and having understood fully. I/We shall abide by and adhere to the above terms and conditions.

Signature and Seal of the Tenderer

Place & Date :

Annexure - 'I''

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO JAISALMER UNIT

1	Name & address of the tenderer with			
	Telephone No.,			
	Fax No.			
	e-mail address etc.			
	Mobile No.			
2	Date of establishment.			
3	Whether Proprietor/Partnership/ Company			
4	Name of Owner/Partners/ Directors with full address.			
5	Name of the Manufacturer of Offered Products			
6	Status of Bidder i.e. Manufacturer alongwith supporting document			
7	Annual turnovers in rupees for last three years.	2020-21	2021-22	2022-23
8	PAN No.			
9	GST No.			
10	Entrepreneurs Memorandum no. as per MSMED Act 2006			
	Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			

GENERAL PROFILE OF TENDERER

11	Banker details for payment purpose:
	a) Name
	b) Branch No.
	c) Address
	Bank Account No.
	Type of A/c : Saving / Current/CC/ any other
	IFSC code
12	Offered Delivery period for supply of Conveyor Belts
	For Item S.No. – 1
	For Item S.No. – 2
	For Item S.No. – 3

Date & Place:

Signature of tenderer with official stamp

Annexure-II

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO JAISALMER UNIT

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING & GST

(To be submitted along-with part – I of the offer)

Name of the Tenderer: _____

- i) We hereby declare that we have not been banned/suspended or de-listed by RSMML in past and as per point no. h of Annexure-A.
- ii) We undertake that "as on date, no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filed by us."

Signature of Tenderer with official stamp

Place: Date:

Annexure - III

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO JAISALMER UNIT

REGISTRATION DETAILS AS PER 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 at point no.
- 4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date: Place:

Annexure - 'IV'

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO JAISALMER UNIT

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

Name of Tenderer_____

We confirm that all the terms & conditions of tender is acceptable to us except the following.

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable. In case the tenderer does not mention any information to the deviations in the below format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition. Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.

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

Company may accept or not to accept the deviations put by the tenderer at its sole discretion. No claim on this will be entertained.

Note: Deviation to the tender terms, if any, mentioned any where else (i.e. in any other document / place will not be considered & accepted. RSMML will not entertain any claim of the tenderer on offered deviations mentioned anywhere else.

Signature of tenderer with official stamp

Date & Place:

Annexure - 'V'

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO JAISALMER UNIT

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer_____

Particulars	% Rate considered in price bid
CGST	@%
SGST	@%
IGST	@%

Signature of tenderer with official stamp

Date: Place:

"CHECK-LIST TO TECHNICAL SPECIFICATION"

Make of Conveyor belt offered _____

Address of delivery- SBU – PC (LS), Sanu Lime Stone Mines, Jaisalmer, (about 55 Km. Away from Jaisalmer)

S.	Technical Specification	Length
No.		(in Mtr.)
1.	 Conveyor belt 1000 mm width, as per IS:1891 part-I (latest), suitable for conveying steel grade limestone lumps size (- 250 mm) with sharp edges, Rubber Cover Grade M 24, Nylon/Nylon, Rating 630/4 HD, cut edge construction with float Breaker Ply on top, No. of Ply 4, top cover 5 mm bottom cover 3 mm. Carcass Thickness 5.1 mm, Carcass weight 5.8 kg/mtrsqr, overall belt thickness >= 12.1 mm. Belt must be suitable for both hot & cold vulcanizing joint. 	210 mtr.+ 212mtr + 210 mtr. (Total 632mtr. In 3 Nos. Roll)
2.	 Conveyor belt 650 mm width, as per IS:1891 part-I (latest), suitable for conveying steel grade limestone lumps size (- 100 mm) with sharp edges, Rubber Cover Grade M 24, Nylon/Nylon, Rating 400/3 HD, cut edge construction with float Breaker Ply on top, No. of Ply 3, top cover 5 mm bottom cover 3 mm. Carcass Thickness 5.1 mm, Carcass weight 5.8 kg/mtrsqr, overall belt thickness >= 12.1 mm. Belt must be suitable for both hot & cold vulcanizing joint. 	213 mtr. (one Roll)
3.	 Conveyor belt 700mm width, as per IS:1891 part-I (And as per latest amendment), suitable for conveying steel grade limestone lumps size (- 100 mm) with sharp edges, Rubber Cover Grade M 24, Nylon/Nylon, Rating 400/3 HD, cut edge construction with float Breaker Ply on top, No. of Ply 3, top cover 5 mm bottom cover 3 mm. Carcass Thickness 5.1 mm, Carcass weight 5.8 kg/mtrsqr, overall belt thickness >= 12.1 mm. Belt must be suitable for both hot & cold vulcanizing joint. 	135 mtr. (one Roll)

Signature of Tenderer with official stamp

Place & Date:

"CHECK-LIST TO TECHNICAL SPECIFICATION"

Make of Conveyor belt offered _____

Additional Other Technical Specification/ Requirement FOR SUPPLY OF 1000MM, 650MM AND 700 MM SIZE CONVEYOR BELTS AT JAISALMER MINES

Sr No.	Description	References
1	Tolerance on width	Test as per IS-1891 but minus tolerance is not acceptable
2	Belt Thickness	As specified in our specification thickness of belt is measured from both edges of belt either at about 200 mm to 250 mm or at 1/3rd distance chosen whichever is less at 10 places each and at the middle of the belt at 10 places taken at random (Total of 30 places). Tolerance on thickness is as per IS-1891 However minus tolerance is not acceptable.
3	Cover thickness:	Top Cover: 5mm and Bottom cover: 3mm.
4	Tolerance on cover thickness:	Test As per IS 1891 (Part-1)
5	Edge construction	Cut Edge type construction with floating breaker ply on top (BOT)
6	Full Thickness tensile strength (FTTS)	FOR 1000 MM SIZE BELT: 630/4, HD FOR 650 MM SIZE BELT: 400/3, HD FOR 700 MM SIZE BELT: 400/3, HD
7	Elongation:	
	(a) At reference load:	Test as per IS 1891 (2% Max)
	(b) Break:	Test as per IS 1891 (10% Min)
8	Adhesion(kN/M)	
	(a) Ply to Ply:	5.25 Min
	(b)Cover to Ply:	4.50 Min
9	Troughability:	As per IS 1891 (Part-I) One test for each belt roll width/rating shall be carried out. (i.e. Type test only)
10	Tensile strength & Elongation at break for cover rubber:	As per IS 1891 Part-I
11	Change in tensile strength and Elongation after ageing for cover rubber:	As per IS 1891 Part-I
12	Abrasion of cover rubber:M24	120 Cu.MM(Max.) This will be a type test for every roll.

13	Fabric:		
	(a)Type:	Nylon-6	
	(b)Make:	SRF/CENTURY/ OLBO(GERMANY)/ HONEYWELL (USA)/ MADURA	
	(c) Technical detail	Style NN200, Width 102cm (Min) for 1000 mm, 67 cm (Min) for 650 mm and 72 cm(Min) for 700 mm.	
14	Carcass:	Carcass Thickness: 5.1 mm, Carcass weight: 5.8 Kg/sqrmtr. Longitudinal and Transverse joint in the fabric allowed as per IS 1891 Part-1 only.	
15	Hardness	Cover grade shall be 65 (Plus or Minus 5%) on shore scale.	
16	Vulcanizing:	To be suitable for hot and cold vulcanizing	
17	Patch Repair Norms:	A maximum number of 10 Patch repairs per 100 mtrs of belt length, only on the top or bottom portion is acceptable. The maximum size of patch repair limited to $(W/3)$ Sq where W is the width of the belt. The repair larger than 2500 sq mm will be considered for the purpose of counting.	
18	Tests:	 i. Test/PDI shall be arranged by supplier at his premises/works. ii. PDI shall be witnessed by inspecting authority of RSMM. iii. During PDI, complete length of all belt rolls will be checked physically. iv. Samples of belt conveyor roll will be drawn as directed by inspection authority of RSMML. v. All samples will be signed by supplier & inspection authority of RSMM and packed in box, which will be handed over to RSMML inspection authority along with joint testing report of all belt conveyor rolls. vi. If required, RSMML may send sample drawn at supplier premises to NABL accredited laboratory/ government authorised laboratory for final acceptance. 	
19	Sampling Process	 i. Sample will be taken from roll by directed by inspection authority of RSMML. ii. Size of sample shall be 2000 mm X belt width. iii. On each sample, stamping of RSMML representative and supplier's representative will be made. iv. Samples may be taken from any length of belt roll either at both end or in between. v. After sampling, RSMML may send to NABL certified laboratory Government authority if so required. 	
20	Belt Roll Packing	Belt conveyor should be rolled on suitable full reeling drum of wooden or Mild steel, having circular hollow centre core of minimum 5" diameter with the capability to bear total weight of material and for the ease of handling during transportation, lying of belt and reeling, unreeling of the belt conveyor at site. And as per all standard industrial packing norms.	
21	Belt roll Supply	During supply, supplier should ensure that RSMM inspection stamping made at belt end and at the outer end of the roll so that they can easily verified while acceptation the material at our central stores.	
22	Belt length	The tolerance on belt length should be from 0% to $+2.0\%$ of the ordered each belt roll length.	

23	Technical support	The supplier will provide necessary support by deputing technical personal to RSMM during vulcanizing joining of belt on advance information and give proper supervisory support. Prepare performance report of belt supplied and visit RSMM site during warranty period at least two/ three times.			
24	Marking	The following Marking in paint on the drum/ roll as applicable to be provided by the supplier. Manufacturers belt identity no, consignee, consigner, order no & date, belt specification Qty in meters, weight in kgms Gross / net etc.			
25	Documents required to be submitted with supplies	Guarantee / warranty certificate for 12 months of date of installation or 18 months from date of supply. For Fabric used in the conveyor belt supplied, the following documents are to be submitted for our records:			
		 (a) Copy of invoice for procurement of fabric. (b)Fabric Manufacturer's test certificate, (c) Certificate from the supplier indicating make and roll numbers of fabric used. (d) The test certificate of the belt supplied should also indicate carcass thickness of belt and fabric used. 			

We confirm to supply offered conveyor belts as per above specifications/to submit documents/ fulfil requirement as detailed above.

Signature of Tenderer with official stamp

Place: Date:

Annexure-VII

e-TENDER NO. RSMM/CO/MM/NIT-07/2023-24 FOR SUPPLY OF CONVEYOR BELTS OF VARIOUS SIZES TO JAISALMER UNIT

DETAILS OF PAST EXPERIENCE

S1. No.	Purchaser's Name & Address	Order No. & Date	Size of Con. Belt	Quantity

Note: Enclose Scanned order copies & supporting documents.

Signature with Office Seal of the Tenderer

Date

Place

DECLARATION BY TENDERER

I/We declare that I am/ We are manufacturer in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of tenderer with official stamp

Date:

Place:

Note: Tenderer are requested to attached documentary proof towards their status i.e. manufacturer.

FORMAT OF CERTIFICATE TO BE GIVEN ON THE LETTER HEAD OF CHARTERED ACCOUNTANTS

Ref

Date 2023

To Whom it may Concern

This is to certify that M/s..... (name of the bidder) having registered office at (office address) has made the total Turnover and Turn Over of Conveyor belts for the financial years as per details below-

s.n.	Financial Year	Turn Over in Rs.	Turn Over of Conveyor belts in Rs.
1	2020-21		
2	2021-22		
3	2022-23		

We certify that above contents are correct to the best of our knowledge & belief and as per the books of accounts and other relevant information provided to us for preparation.

> Signature of CA with official stamp Membership No.

Date: Place:

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except SBI)]having its Branch office at Udaipur on the non-judicial stamp paper of value equal to @ 0.25% (zero point twenty five percent) of the total Security Deposit Amount subject to maximum of Rs. 25000/- or as applicable at the time of submission of BG.

B.G

Dated

Contact details of issuing Banker:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

Contact details of Banker's branch at Udaipur:

- Postal Address:-
- Telephone Nos.:-
- Fax No.:-
- e-mail Address:-
- Contact person e-mail:-

This Deed of Guarantee executed between ____ а Nationalized / Scheduled Bank, having its registered office at (mention complete postal address with contact nos./mail address etc.)_____ and its head office at (mention complete postal address with contact nos./mail _____ and wherever the context so required address etc.) 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 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company'). Whereas the Company having agreed to exempt M/s. company/partnership firm ______ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. dated issued in favour of the Contractor/supplier/RC called 'the 'Letter holder, hereinafter said of Acceptance/ Purchase Order/ Rate Contract' 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 fulfillment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. ____(Rs. _____) being equivalent to _____% of Contract value of Rs.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC holder to stand as surety for

payment of Rs. ______ as security deposit to the company subject to the following conditions.

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 contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. 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.

_____ (bank) do hereby undertake without any reference to We,__ the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder 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 contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. 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 contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract 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 Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder 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 or period which is required), 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 Contractor/supplier/RC holder 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 Contractor/supplier/RC holder 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 contractor/supplier/RC holder. Any letter of demand delivered at the bank's branch/divisional above office or Udaipur branch office (specify the name & address) under the signatures of the company's Financial Advisor/

Group General Manager/ General Manager or any of the Directors shall deemed 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 Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder 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 Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder 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 contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder 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 contractor/supplier/RC holder 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 guarantee 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 ____executed state of at _____ this the _____ day of 2023.

FORM OF BID-SECURING DECLARATION

(Applicable only for the bidders fall in the category of bidders as per clause no. 12.0 (B) of tender

(to be typed on non judicial stamp paper of valuing Rs. 50/-)

Date:

Bid No.: Alternative No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid,

In the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the Specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work Order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work Order is placed ;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process Undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing declaration shall expire if:-

- (i) we are not the successful bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our bid.
- (iv) the cancellation of the procurement process ;or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate seal-----

[Note: In case of a Joint Venture, the bid securing declaration must be signed in name of all Partners of the joint venture that is submitting the bid,]

(Applicable only for the bidders fall in the category of bidders as per clause no. 10.0 (B) of tender

FORMAT OF DECLARATION IN LIEU OF SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE IN CASE OF AWARD OF CONTRACT

To: RSMML

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for above mentioned tender.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the suitable time if we are in breach of any of our performance obligation under the conditions of the Contract. We further understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signature of tenderer with official stamp

Date:

Place

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- 1. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- **2.** Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- **3.** Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- **4.** Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- **5.** Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 6. Not obstruct any investigation or audit of a procurement process;
- 7. Disclose conflict of interest, if any, and
- **8.** Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a) Have controlling partners/shareholders in common; or
- **b)** Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of the bid; or
- **d)** Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e) The Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- **f)** The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the bid; or
- **g)** Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding qualifications Declaration by the Bidder

- 1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- 4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our processional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
- 6.

Signature of bidder

Place:

Date:

Name:

Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is: Mines Dept, Govt. of Rajasthan

The designation and address of the Second Appellate Authority is: **Finance Dept., Govt. of Rajasthan**

i) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in the procurement proceedings:

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

- ii) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- iii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be .

iv) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- Determination of need of procurement;
- Provisions limiting participation of Bidders in the Bid process;
- The decision of whether or not to enter into negotiations ;
- Cancellation of a procurement process;
- Applicability of the provisions of confidentiality.

v) Form of Appeal

An appeal under para (1) or (3) above shall be in the annexed form alongwith as many copies as there are respondents in the appeal;

Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

vi) Fee for filing appeal

- a) Fee for the first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- b) The fee shall be paid in the form of bank demand draft or bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

vii) Procedure for disposal of appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority , as the case may be, shall
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM NO.1 (See rule 83)

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

- **1.** Particulars of appellant :
 - iii) Name of the appellant :
 - iv) Official address, if any:
 - v) Residential address:
- 2. Name and address of the respondent(s) :
 - (i)
 - (ii)
 - (iii)
- **3.** Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
- **4.** If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
- **5.** Number of affidavits and documents enclosed with the appeal :

6.	Ground	of	appeal
	:		
7.	Prayer:		

Place : Date:

Appellant's signature :

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms and conditions of the bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

(Apply in Duplicate)

Application by MSME for Purchase Preference in Procurement of Goods

To,

- The General Manager
- DIC, District
- 1. Name of Applicant with Post:
- 2. Permanent Address:
- 3. Contact Details:
- a. Telephone No.:
- b. Mobile No.:
- c. Fax No.:
- d. Email Address:
- 4. Name of micro & small enterprise:
- 5. Office Address:
- 6. Address of Work Place:
- 7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum:

(enclose photo copy):

8. Products which Entrepreneurs Memorandum-II/Udyog Aadhaar

Memorandum availed:

- 9. Products for which are at present being produced by the enterprise:
- 10. Products which purchase preference has been applied for:

11. Production capacity as per Capacity Assessment Certificate (enclose photocopy of Capacity Assessment Certificate):

Serial	Product	Product Production Capacity			
No.		Quantity Value			
1					
2					
3					
4					

12. List of Plant & Machinery installed:

Serial	Name of Plant &	Quantity	Value
No.	Machinery		
1			
2			
3			
4			

13. List of Testing Equipments installed:

Serial	Name of Testing	Quantity	Value
No.	Equipments		
1			
2			
3			
4			

14. Benefits availed in last financial year and current financial year:

a. Benefits depositing Bid Security and Performance Security:

Last Financial	Year	Current Financial Year		
Department	Bid	Performance	Bid	Performance
	Security	Security	Security	Security

b. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date

Signature (Name of the applicant Along-with seal of post)

CERTIFICATE

File No

Date_____

It	is	certified	that	M/s					was	inspec	ted	by
				on dated		and	the	facts	men	tioned	by	the
en	enterprise are correct as per the record shown by the applicant. The enterprise is											
eli	eligible for Purchase Preference under this notification.											

The certificate is valid for one year from the date of its issue.

Office Seal Signature

(Full Name of the Officer) General Manager District Industries Centre Rubber Seal/Stamp

Enclosure-

(1) Application

(2)

(3)

Form B

Format of Affidavit

IS/oAgedYrs. residing at Proprietor/Partner/Director of M/s do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center The acknowledgement No. is dated and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____

Signature of Proprietor/ Director Authorized Signatory with Rubber Stamp and date