



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprises)

4, Meera Marg, Udaipur - 313 001

Phone : (0294)2428768, 2428763-67, Fax : (0294) 2428768/2428739

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TENDER DOCUMENT

TO

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

E- TENDERS ARE INVITED FOR ENTERING INTO RATE CONTRACT FOR SUPPLY OF SULPHURIC ACID TO JHAMARKOTRA MINES, UDAIPUR FROM MANUFACTURERS/ DEALERS/ IMPORTERS/ TRADERS ETC.

s.n.	Description	Date	Time
1	Publishing Date	20.02.2015	5.50 p.m.
2	Document Download/Sale Start Date	20.02.2015	6.00 p.m.
3	Document Download /Sale End Date	12.03.2015	6.00 p.m.
4	Bid Submission Start Date	20.02.2015	6.00 p.m.
5	Bid Submission Closing Date	12.03.2015	6.00 p.m.
6	Techno-Commercial Bid Opening Date	13.03.2015	3.00 p.m.
7	Last date of Submission Demand Draft / Bankers Cheque/ Bank Pay Orders towards Tender Document Fee, Processing Fee and Bid Security	12.03.2015	Upto 6.00 p.m.
8	Price Bid Opening Date	Will be intimated later on to the techno-commercially qualified bidders	
9	Websites for downloading tender documents/ corrigendum etc.	http://www.eproc.rajasthan.gov.in www.rsmm.com www.sppp.rajasthan.gov.in	
10	Website for submission of tender/bid (only online)	http://www.eproc.rajasthan.gov.in	
11	Tender Document Fee	Rs. 1140/- (Inclusive of VAT) in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur	
12	RISL Processing Fee	Rs. 118/- in favour of "MD RISL" payable at Jaipur	
13	Bid Security	Rs. 3,76,000/- in favour of "Rajasthan State Mines & Minerals Limited" payable at Udaipur.	



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Govt. of Rajasthan Enterprise)

4-Meera Marg, Udaipur – 313001

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Web site: www.rsmm.com e-mail: ngupta@rsmm.com

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

NOTICE INVITING e-TENDER

e- Tenders in Two parts (Part-I; Techno Commercial Part & Part-2;Price Part) are invited for entering into rate contract for supply of Sulphuric Acid to Jhamarkotra mines, Udaipur from manufacturers/ dealers/ importers/ traders etc.

For more details, visit us on web site www.rsmm.com, www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in or contact Sr. Manager (MM) at the above address.

General Manager (MM)



Rajasthan State Mines & Minerals Limited

(A Government of Rajasthan Enterprise)

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015 for supply of Sulphuric Acid

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, statutory compliances, validity of licences etc.
Annexure- III	Registration details as per MSMED Act, 2006
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Annexure- V	Details of taxes & duties offered in price bid
Annexure- VI	Check-list to technical specifications
Annexure- VII	Format of BG towards security deposit
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.

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. www.eproc.rajasthan.gov.in.
- ii) No physical/offline Tender/bid shall be accepted.
- iii) The Bid Security and Tender document fee shall be in the form of Demand Draft / Bankers Cheque drawn in favour of “**Rajasthan State Mines & Minerals Limited**” payable at Udaipur and shall be submitted to the office of the GM(MM), 4-Meera Marg, Udaipur upto schedule date and time as above.
- iv) The Processing Fee shall be in the form of Demand Draft / Banker Cheque drawn in favour of “**MD RISL**” payable at Jaipur and shall also be submitted to the office of the GM(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-218 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 need not to procure a new Digital Certificate.

- ix) Contact details of Government of Rajasthan e-procurement Cell, Department of IT&C are :
Telephone No. 1800 3070 2232, 0141-4022688, 07878007972, 07878007973, 0141-4022688 (Help Desk 10.00 AM to 6.00 PM 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 DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid.
- 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.
- xv) Tenderer shall be responsible for Supply of Sulphuric Acid on f.o.r. destination basis.
- xvi) In compliance to the Rajasthan Transparency in Public Procurement Act,2012 and Rajasthan Transparency in Public Procurement Rule,2015, following annexures are enclosed :
- i) Annexure-A- Compliance with the Code of Integrity and No Conflict of Interest.
 - ii) Annexure-B- Declaration by the Bidder regarding Qualifications.
 - iii) Annexure-C- Grievance Redressal during Procurement Process and Form No. 1.
 - iv) Annexure-D- Additional Conditions of Contract.
- xvii)** Bidders shall have to furnish the legible/readable bid documents in the “covers” as prescribed in the document in PDF/jpg format. **All the documents should be sealed & signed by the tenderer.**

COVER-A

- Scanned Copies of DDs/BCs/POs towards Tender document Fees, Bid Security and Processing fees.
- Scanned copy of sealed & signed tender document towards acceptance of its terms & conditions.

- General profile of tenderer as per annexure-I.
- Undertaking towards banning/suspensions, supply of Sulphuric Acid as per Hazardous rules/statutory guidelines, acts etc and validity of licence as per annexure-II.
- Registration details as per MSMED Act, 2006 as annexure-III alongwith supporting documents.

COVER-B

- Undertaking towards acceptance of all terms & conditions of tender as per annexure-IV.
- Details of taxes & duties offered in price bid as per annexure-V. In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.
- Check-list to technical specification for the tendered products as per annexure-VI.
- Documentary proof towards tenderer status.
- Sealed and Signed copies of Annexure-A, Annexure-C, Annexure-D and Duly Filled, Sealed and Signed Annexure-B.

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 e-procurement portal only and furnishing DDs/BCs towards tender document fee/Bid Security/ Processing Fees offline to the office of GM(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 DDs/BCs towards tender document fee/Bid Security/ Processing Fees to the office of GM(MM) within the specified time & date of submission. Failing which, their online bids will not be opened.

3.0 DELIVERY PERIOD: Tenderer should specify the minimum possible period for effecting the supply of stores after placing the delivery schedule on f.o.r. destination basis on RC basis.

4.0 PERFORMANCE GUARANTEE:

The tenderer shall guarantee that the stores under the contract shall be free from all defects for a minimum period of Three months to be reckoned from the date of satisfactory delivery of stores. 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.

5.0 QUANTITY & PERIOD OF CONTRACT:

Description	Qty.
Supply of Sulphuric Acid, colorless and total acidity of 95% minimum on f.o.r. destination basis at Jhamarkotra Mines, Udaipur.	8000 MT per annum

Delivery of Material: The acid should be delivered through suitable/approved tankers in accordance to comply with all statutory provisions.

6.0 Period of Contract: One Year from the date of award of LOA/RC.

- i) The quantity mentioned above is indicative only. The delivery of the stores will be taken in phased manner during the currency of the contract and the stores should be despatched as per the delivery schedule given by the consignee or his authorised officer. No claim what-so-ever on this account will be entertained.
- ii) In case company opt for keeping more than one supplier, then the tendered quantity will be distributed in a appropriate ratio between the suppliers depending upon the number of suppliers to whom the contracts are to be issued. Company may allocate higher quantity to the tenderer(s) in order of their ranking based on initially offered rates.

7.0 VALIDITY:

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of 4 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/RC) 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 EMD.

8.0 BID SECURITY, TENDER DOCUMENT FEES & PROCESSING FEES:

- a) The tenderer shall deposit interest free Bid Security of Rs. 3,76,000/- by Demand Draft/Banker's Pay order.

Further, tenderers shall deposit (interest free) a sum Rs. 1,140/- (inclusive of VAT) as tender document fees and Rs. 1000/- as processing fees by PO/Demand Draft only to the office of GM(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.

- b) DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted offline (personally/post/courier) to the office of GM(MM) before scheduled date & time as mentioned in tender document. Scanned copies of DDs/ BCs should also be uploaded along with the online Bid. The tender document fees & processing fees are non-refundable.

c) **The EMD 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 provisions of code of integrity prescribed for bidders as specified at Annexure-A.

- (d) 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.

- (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 deposit 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.

- (f) Incase 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.

- (g) Bid security will be taken @25% of the total value of bid Security of tender incase 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. In case any SSI firm of Rajasthan is 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.

- (h) Except above, no EMD exemption will be given to any party on any grounds and their offer will liable for rejection.

9.0 INSPECTION: at the Consignee's end and the consignees is:

The Group General Manager, SBU-PC(RP),
or his authorised officer,
Rajasthan State Mines & Minerals Ltd.,
Jhamarkotra, Distt. & via Udaipur

The sample of acid will be drawn from the tanker received at our mines between 8.00 a.m. to 3.00 p.m. on any working day (except Monday) and got analyzed as per agreed specifications of the contract. In case the acid found acceptable as per specifications of contract, the same will be decanted in our tanks, otherwise, supplier will take back the tanker of acid and will replace it with quality acid within 3 days. Supplier will not have any claim on it.

RSMML shall provide only unloading points with pump(s). All other accessories like hose pipe for unloading, tools, safety items etc. shall be arranged by the supplier.

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 accept/ reject offer for any product or for all the products offered by the tenderer on the basis of technical and/or safety aspects.
- c) to cancel the tender, postpone it for another date
- d) to divide the quantity into more than one tenderer &/or enter into parallal rate contract.
- e) to increase/ decrease the tendered quantity.
- f) to ask the original documents to verify the authentication of documents uploaded into the system.

11.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- (1) 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 equal to 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector/ICICI/AXIS/HDFC Bank (except SBI) having its branch at Udaipur/Jodhpur, within 21 days from the date of issue of LOA/RC. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.
- (2) In case 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 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher.
- (3) 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.

- (4) 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-satisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- (5) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification are made to the contract or any extension of the contract period are granted by RSMML.
- (6) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the contractor after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- (7) 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.
- (8) Bank Guarantee/S.D. should be send to the office of GGM, SBU-PC(RP).

12.0 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.
- iv) Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are signed by the tenderer.

13.0 PRICE:

- i) The firm & fixed price should be quoted online on e-portal in Indian Currency strictly as per BOQ on f.o.r. destination basis.
- ii) Tenderer (s) are requested to 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 complete execution of the contract for a period of one year from the date of award of 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 which are directly reflecting in the tenderers invoice within the delivery schedule, 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) In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc.

the details of the same should be clearly provided alongwith the part- I of the tender. The supporting document issued by the respective Govt. Deptt./ agencies should be enclosed/uploaded.

- vii) The effect of any direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. (ITC on RVAT, entry tax on inter State purchase etc.) on supply of tendered stores will be given while calculating the landed cost.
- viii) In case it is decided not to consider any of the offered product of any tenderer due to technical/safety/statutory reasons, RSMML will not consider the offer for the same.
- ix) Price comparison will be done considering the effect of direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. &/or as per their acts/rules prescribed in this regard.
- x) Incase of importer, they should furnish their offered/basic price inclusive of all duties applicable inside/outside India except ED & Cess on ED (if applicable) and CST/VAT.

14.0 DETERMINATION OF LOWEST BIDDER:

- a) The lowest tenderer will be determine on the basis of total landed cost for supply of Sulphuric Acid. The landed cost will include the basic/offered price, taxes & duties, transportation & any other delivery charges, giving the effect of direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. like Input Tax Credit on RVAT, entry tax levied by GOR on interstate purchase etc. &/or as per their acts/rules prescribed in this regard.
- b) 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.

15.0 NEGOTIATIONS:

- i) Negotiations may 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.
- 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.

16.0 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.

17.0 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.

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

19.0 TERMS OF PAYMENT :

100% Payment within 30 days after receipt and acceptance of stores by consignee.

Billing & Paying Authority : The bill in triplicate alongwith the supporting documents duly verified by the consignee will be released by Payment disbursing authority – Head of Finance of SBU-PC(RP), Jhamarkotra. Payment will be made through RTGS Only.

20.0 WEIGHMENT:

Consignee or his authorized representative shall be the receiving authority. The place of delivery shall be Jhamarkotra mines. The supplier's Tanker delivering the material should report on any working day between 8.00 a.m. to 3.00 p.m. only. The trucks reporting beyond these hours will be attended only on the next day. The supplier should furnish the details of truck, weighment containing tare weight, gross weight etc. with each supply. However the weighment recorded at company's weigh bridge shall be final and binding on the supplier for the purpose of billing/ payment.

21.0 INSPECTION REPORT:

The supplier should furnish the inspection report of the material along with each supply.

22.0 COMPENSATION FOR DELAYED DELIVERY:

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

- a) to recover from the supplier as agreed pre determined compensation @ $\frac{1}{2}$ % 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.
- or
- 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.

23.0 LEGAL & STATUTORY OBLIGATION:

The tenderer shall perform the work in accordance with all applicable Acts, Statutory Rules & Regulation now in force or enforced subsequently for manufacturing, storing, transporting etc. of Sulphuric Acid by any Govt. Deptt./Agencies. All vehicles deployed by the tenderer must be maintained as certified fit for operation on Public roads by appropriate statutory authority under motor vehicle Act 1988 (as amended upto date) and under all other relevant Acts, rules and regulation in force from time to time during the period of this contract.

The contractor shall fulfill all statutory obligation of Government both the Central and State as applicable and shall be liable for compensating all loses and or damages including third party claims etc. If on account of malfeasance or inadvertence of the contractor or his agent, employee, servant, and loss occurred or occasioned to the company, the company shall be entitled to recover the same from sum payable to the contractor. In this regards the decision of the company shall be final and binding on the contractor.

24.0 TERMINATION :

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.

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.

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.

25.0 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.

26.0 JURISDICTION :

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

For RAJASTHAN STATE MINES & MINERALS LIMITED

GENERAL MANAGER (MM)

I / We have studied the Technical Specifications above terms and conditions 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 :

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015
GENERAL PROFILE OF TENDERER

1	Name & address of the tenderer with telephone No., Fax No., e-mail address etc.			
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	Annual turnovers in rupees for last three years.	2013-14	2012-13	2011-12
7	PAN No.			
8	TIN No.			
9	Service Tax Registration no.			
10	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
11	Banker details: a) Name b) Branch No. c) Address			
12	Bank Account No.			
13	Type of A/c : Saving / Current/CC/ any other			
14	IFSC code			
15	Are you exempted from paying, custom Duty/ excise Duty/Sales Tax, if yes give details.			
16	Any other important information related to the tender requirement.			
17	Offered Delivery period			

Signature of tenderer with official stamp

Date & Place:

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

UNDERTAKING TOWARDS NON SUSPENSION/NON BANNING.

(To be submitted alongwith 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.
- ii) We undertake that we will supply the Sulphuric Acid as per the prevailing Hazardous rules/acts/guidelines prescribed by statutory authorities/any other bodies time to time during currency of contract.
- iii) We hereby declare that licenses for manufacturing/ store/sale, as the case may be, of offered product are not suspended/cancelled/surrendered till date and will remain valid as per guidelines of any statutory bodies during the currency of contract.

Signature of Tenderer with official stamp

Place:
Date:

Registration details as per Micro, Small & Medium Enterprises Development Act,2006.

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

(To be submitted with PART – I Technical Bid)

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.
3. 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).
4. Enclose attested copy of registration certificate.

Signature of tenderer with official stamp

Date:
Place:

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDER

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

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.

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

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

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

Signature of tenderer with official stamp

Date & Place:

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID**e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015**

Name of Tenderer_____

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CESS on ED	@.....%
CST	@.....%
VAT	@.....%
Service tax	@.....%
Details of Exemption on Duties & Taxes, if any.

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc. the details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

Signature of tenderer with official stamp

Date:

Place:

Annexure “VI”

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

“Check-list to technical specification”

Make _____

Product Name _____

S.N.	Description	Tendered specification	Agreed/ Deviation, if any.
1	Sulphuric Acid		
2	Acidity	95% minimum	
3	Colour	Colour less	
4	Annual quantity (Approx)	8000 MT	

Signature of Tenderer with official stamps

Place ;

Date :

e TENDER NO. RSMM CO MM NIT 24 2014-15 Dated 18.02.2015

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except State Bank of India)having its Branch office at Udaipur on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher).

B.G. _____ Dated _____

This Deed of Guarantee executed between _____ a Nationalised / 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 address etc.)_____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 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. _____ a 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 holder, hereinafter called 'the said 'Letter 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.

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said 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.

2. We, _____ (bank) do hereby undertake without any reference to 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. _____.
3. 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.
4. 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 above branch/divisional 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.
5. 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 forbearance 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.

6. 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.
7. 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.
8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.
9. 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.
10. 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 state of _____executed at _____ this the _____ day of _____2015.

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

Any person participating in a procurement process shall –

- a) 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;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) 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;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any, and
- h) 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.

- i) 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

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No..... datedI/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act 2012, that :

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 professional 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;

Date:

Signature of bidder

Place:

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

1) 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 thereunder, 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.

- 2)** 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.
- 3)** 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 .

4) Appeal not to lie in certain cases

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

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

5) Form of Appeal

- a) 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;
- b) 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.
 - c) 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.

6) 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 non-refundable.
- 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.

7) 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.

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

Appeal No..... of
Before the (First/Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) 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
:.....
.....
.....
(Supported by an affidavit)
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 25% 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.