NOTICE INVITING E - TENDER

Centre of Excellence Devrawas Tonk on behalf of Government of Rajasthan invites E tender of reputed firms/manufacturer, who meet the minimum eligibility criteria as specified in the Tender document for Erection of Anti Bird Net House/structure in Guava orchard at the Centre of excellence Devrawas Tonk.

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Estimated cost (Rs Lakh)</th>
<th>Earnest Money (Rs Lakh)</th>
<th>Tender fee (Rupess)</th>
<th>Period to complete the work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erection of Two Anti Bird Net House/Structure in Guava orchard at Centre of Excellence Devrawas Tonk</td>
<td>11.26</td>
<td>0.23</td>
<td>500</td>
<td>2 Months</td>
</tr>
</tbody>
</table>

Tender forms can be downloaded from the website of www.eproc.rajasthan.gov.in http://sopp.raj.nic.in and http://Department of Horticulture.rajasthan.gov.in up to 24.10.2016 at 12.00pm.

(Pratap Singh Kushwaha)
Deputy Director Horticulture
Centre Of Excellence
Devrawas Tonk

No. F (tender/COE/2016-17/
Copy For information and necessary action
1. Managing Director, RISI, Yojna Bhavan Jaipur.
2. Director, Information and Public Relation Secretariat Jaipur.
3. Joint Director (Horti.) C.O.E. Panth Karhi Bhawan, Jaipur
4. All Committee Members ........................................

(Pratap Singh Kushwaha)
Deputy Director Horticulture
Centre Of Excellence
Devrawas Tonk
(Government of Rajasthan)

Office Of The Deputy Director Horticulture Centre Of Excellence
Devrawas Tonk

TENDER DOCUMENT

Name of work: Erection of two Anti Bird Net House/structure in Guava orchard at

Centre of Excellence Devrawas Tonk.

Issued to m/s :-----------------------------
(Government of Rajasthan)
Office Of The Deputy Director Horticulture Centre Of Excellence
DevrawasTonk

NOTICE INVITING E - TENDER

Centre of Excellence Devrawas Tonk on behalf of Government of Rajasthan invites tender of reputed firms /manufacturer, who meet the minimum eligibility criteria as specified in the Tender document for Erection of two Anti Bird Net House/structure in Guava orchard at the Centre of excellence Devrawas Tonk.

<table>
<thead>
<tr>
<th>Name of the work</th>
<th>Erection of Anti Bird Net House in Guava orchard at Centre of Excellence DevrawasTonk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Tender Document</td>
<td>Rs. 500/- (Rupees Five hundred Only)</td>
</tr>
<tr>
<td>Tender publishing Date/ Time</td>
<td>30.09.2016 at 2.30 PM</td>
</tr>
<tr>
<td>Tender document download Start Date/ Time</td>
<td>01.10.2016 at 12.30 PM onwards</td>
</tr>
<tr>
<td>bid submission Start Date/ Time</td>
<td>05.10.2016 at 02:30 PM onwards</td>
</tr>
<tr>
<td>Tender document download end Date/ Time</td>
<td>24.10.2016 at 12.00 PM</td>
</tr>
<tr>
<td>Submission of DD for Bid Document, processing fee and EMD end Date/time</td>
<td>24.10.2016 at 1.00 PM</td>
</tr>
<tr>
<td>Tender bid submission End Date/ Time</td>
<td>24.10.2016 at 01.00 PM</td>
</tr>
<tr>
<td>Bid Opening Date/ Time</td>
<td>24.10.2016 at 02.00 PM</td>
</tr>
</tbody>
</table>
| Websites for downloading Tender document, Corrigendum’s, Addendums etc | [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)  
[http://Department of Horticulture.rajasthan.gov.in](http://Department of Horticulture.rajasthan.gov.in) |
| Bid & EMD validity | 90 days from the last date of submission |
| Manner & deadline for the submission of quarries’ | Manner: Online at e-procurement website [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) by 04.10.2016 up to 12:30 PM |
| Completion period | 2 Month |
| Defect Liability Period | 3 years |

In case, any of the bidder fails to physically submit the Banker’s/ Demand Draft for Tender document Fee, Processing Fee up to time & date, bid shall not be accepted. The provision of RTPP Act 2012 & Rules 2013 shall be applicable for this work. Furthermore, in case of any inconsistency in any of the provision of this bidding document with the RTPP Act 2012 & Rules 2013 there to, the later shall prevail.
SPECIAL CONDITIONS OF CONTRACT

POTENTIAL ASSESSMENT (Technical Bid) OF CONTRACTORS

Name of work: Erection of two Anti Bird Net House/structure in Guava orchard at Centre of Excellence Devrawas Tonk

Special conditions of contract for Technical Bid, as detailed herein under, shall be applicable in addition to all other terms and conditions already prescribed under standard agreement forms/rules and regulations relating to contracts.

1. Procedure:

   Procedures for Technical Bid would be as follows:
   a) Two-cover system would be adopted. For cover 1 being the Technical Bid and cover 2 being the financial Bid. The original DD's of tender document fees, processing fees, and earnest money must be submitted by bidder up to Date 24.10.2016 time 1:00 P.M. at Centre of Excellence Devrawas Tonk.
   b) The Technical Bid cover would be opened on the date and time specified in the Notice Inviting Tenders and the bid would be evaluated by the authorized Committee according to the criteria for technical bid laid down hereunder.
   c) The financial bid cover would be opened of only those bidders who full fill the criteria of technical bid.

2. Criteria:

   Criteria for Technical Bid would be as follows:-
   a) The annual turnover of bidder must be not less than Rs. 50.00 Lahs in last three years. The bidder has to provide the audited Balance Sheets for last 3 years.
   b) The bidder should have at least three years’ experience in the field of erection of green house/shade net house/Anti bird net house.
   c) The bidder should have its own manufacturing unit, plant and machinery etc. (Provide list of machineries existing and Place).
   d) The bidder must have completed installation at least 5 green house/shade net house/Anti bird net in last 3 years. The bidder should provide minimum 5 certificates of green house/shade net house/Anti Bird net House completion and satisfaction at various locations in India with a minimum area of 500 sqm.
   e) The bidder will have to furnish the latest copies of sale tax/vat clearance certificate.
   f) Company registered under Indian Company act 1956 / A partnership firm registered under Indian Partnership Act, 1932 / An organisation registered under Rajasthan State Trust Act / Indian Trusts Act 1882 / Society Registration Act, 1860 / Any other Trust or Society Act of Government of India / Department of GOI/GoR / Small Scale Industry of Rajasthan and Sick Industry other than small scale industry / sale tax department/Only Manufacturer is eligible to participate in the bidding process. Copy of valid Registration Certificates from Related Authority.
3. **Documentation:**

The bidder should furnish the following documents along with the technical Bid:

a) Information regarding financial resources and capability, in Schedule-I.
b) Information regarding works executed in the last three years in Schedule-II. Certificates in support and verification of the information furnished with Schedule-II.
c) Information regarding manufacturing unit, plant and machinery in Schedule III.
d) Sales Tax/ VAT Clearance Certificate up to 31.03.216.
e) The applicant should be submitted tender document fees of Rs. 500/- and Bid Earnest Money an amount of Rs. 23000/- through demand draft in favour of Deputy Director Horticulture Centre of Excellence Devrawas Tonk Rajasthan payable at Deoli Tonk along with processing fees, through demand draft of Rs. 1000/- in favour of MD, RISL, JAIPUR.
f) Power of Attorney, if required

4. **Important:**

The bidder must ensure that all the information required in the documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.

a) In place of immediate availability of the certificates as mentioned clause 3(c).
b) The bidder should give as affidavit in schedule IV that the “Information furnished in Schedule is correct”. If any information is found to be incorrect the offer of the bidder shall be rejected and action as per rules shall be taken.
c) The signatory Authority shall Initial sign on all pages of the Technical Proposal and Financial Proposal submitted by him.

5. **Rejection of bids:**

1. The department reserves the right to reject any bid or to disqualify any or all the bidders, without assigning any reasons.

2. If a bid is not accompanied with the requisite documents as mentioned in clause 3 (a) to 3 (m), or is not in accordance with procedure specified in Para 1, or is not accompanied with the receipt of earnest money and sales tax clearance certificate, it would be liable for rejection.
Schedule – I

FINANCIAL RESOURCES AND CAPABILITY

1. Name of Bidder

2. Total financial turnover achieved by the bidder in the same name and style in the last three financial years.

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>(I)</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
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<tr>
<td>(iii)</td>
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</table>

Note: Balance Sheets and Profit & Loss Accounts for the last three Financial Years should be enclosed.

4. Has the bidder ever been debarred from tendering for Central Government/any State Government/any Government undertaking?

   Yes /No. If yes give details

5. Has the bidder ever been declared insolvent?

   Yes/No if yes give details

6. Name/(s) and Branch/(s) of bidder's Bankers

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date:

Signature of Bidder

(With seal)
**SCHEDULE - II**

DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST THREE FINANCIAL YEARS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Place (District/State)</th>
<th>Financial Year</th>
<th>Principal Items of works</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Green House (Sqm)</td>
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<tr>
<td></td>
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<td></td>
<td>Shade net house (Sqm)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Anti Bird Net (Sqm)</td>
</tr>
</tbody>
</table>

| 1 | 2 | 3 | 4 | 5 | 6 |

Signature of Bidder

(With Seal)

Note: Certificate from concerned agency/ institution should be enclosed in support and verification of the above statement.
**SCHEDULE - III**

Details of manufacturing unit, plant and machinery of the contractor

Name and Address of the manufacturing unit-----------------------------------------------
--------------------------------------------------------------------------------------

<table>
<thead>
<tr>
<th>Item</th>
<th>Nos</th>
<th>Source of Availability owned/leased</th>
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<tbody>
<tr>
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</tbody>
</table>

Date: ____________________________________________

Signature of Bidder

(With Seal)
Schedule IV

AFFIDAVIT

(Enclosure to Technical Proposal Submission Sheet)

1 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2 The undersigned also hereby certifies that neither our firm M/s __________________________ has abandoned any work awarded to us by any department of Government of India or by any State Government nor any contract awarded to us for such works has been rescinded, during the last five years prior to the date of this bid.

3 The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by COE DevrawasTonk to verify this statement or regarding my (our) competence and general reputation.

4 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of COE DevrawasTonk.

Signed by an Authorized signatory of the firm

Title of the signatory

Name of the firm Date

(This affidavit is to be furnished on a non-judicial stamp paper of Rs.100)
AGREEMENT (Indicative)

This Agreement made this ..........day of 2016 between Centre of Excellence Devrawas Tonk (hereinafter called the Employer) of the one part and of (hereinafter called the Contractor) of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz “construction of green house and Insect net house along with micro irrigation and other required facilities” and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:
1  In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a. Instructions to bidders
   b. General Terms & Conditions of contract
   c. Affidavit on stamp paper
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of construction of green house and Insect net house along with micro irrigation and other required facilities and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of __________________________ was here under affixed in the presence of:

or

Signed, Sealed and Delivered by the said ____________________ in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

(This Agreement is to be furnished on a non-judicial stamp paper of `100)
Name of work: Erection of two Anti bird net house/structure in Guava orchard at COE DevrwasTonk

Technical Specification:-

1. **Total Areas:** Two orchard (i) 6500 Sqm. (100x65 m), (ii) 9000 Sqm. (100x90 m.)
2. **No. of anti bird net house:** Two (i) 6500 Sqm., (ii) 9000 Sqm
3. **Structure:** G.I. Pipe 2 mm thick, G.I. bracing, columns & nut bolts etc. all pre-galvanized (hot dipped). Column 60 mm OD, (ISI mark B Class). Pipe will be fixed at every 10 meter in the orchard. 6 mm G.I. Plastic coated wire will fix on vertical end of the pipe from one side to another side (cross wiring) of the orchard. height of the structure is 3 meter from ground level.

4. **foundation:** Foundation stub 48mm OD 2 mm thick G.I. Pipe with 12 mm iron road 18 inch long with whole pass Grouting of vertical poles in CC 1: 2: 4 (1 cement: 2 sand: 4 stone aggregate 20 mm nominal size), 30 x 30 x75 cm below ground level will be telescopic. All side of the wire end will be fix in CC 1: 2: 4 below ground level.

4. **Covering:** Covering top and all sides of the structure by Anti Bird Net UV stabilized, HDPE, white/black colour, 20 GSM, 25 mm hole to be fitted with wire, clamp, nut bolt etc.

**Note:** The Contractor or Bidder should visit the site and see the existing setup.
Notice Inviting E Tender for Works

1. Tenders are hereby invited on behalf of the Director Horticulture Rajasthan Jaipur for the works as per technical details given above.

2. Contract documents consisting of the detailed plan, complete specifications and the set of conditions of contract to be complied with by the persons whose tender may be accepted which will also be found printed in the form of tenders can be obtained by the office of the Deputy Director Horticulture Devrawas Tonk Rajasthan on any day during office hours except Saturday, Sunday and Public holidays.

3. Bidder should submit tender document fees of Rs. 500/- in cash or in the form of Demand Draft, Payable to Deputy Director Horticulture Devrawas Tonk. These fees are not refundable.

4. Tenders must be submitted before submitting date & time. Tenderer should be ensured that the signs all the tender papers including conditions of contract.

5. The work is to be completely finished to the satisfaction of given technical parameters within the prescribed period as stipulated from the date of commencement as mentioned in work order or in bid document.

6. Earnest money as specified against work mentioned in the NIT must be deposited in the form of D.D. in favour of Deputy Director Horticulture Devrawas Tonk, payable at Deoli Tonk.

7. The acceptance of a tender shall vest with the competent authority as per schedule of powers in force at the time of sanction who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason.

8. No refund of tender fee is claimable for tenders not accepted or forms returned or for tenders not submitted.

9. Validity of earnest money shall be 90 days from the date of opening of tender.

10. Tenders determined to be substantially responsive will be checked by the Employer/Tender opening authority for any arithmetic errors in computation and summation. Errors will be corrected as follows:

   a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.

Note: The amount stated in the form of tender will be adjusted by the Employer/Tender opening authority in accordance with the above procedure for the correction of errors and this shall be considered as binding upon the tenders. If the tenderer does not accept the corrected amount of tender, his tender shall be rejected and the earnest money amount shall be forfeited.

13. Payment Terms:
   (a) No advance payment shall be done.
   (b) Payment shall be made after completion of all works on the basis of the verification report of the committee.

14. Defect liability period is for 3 years.

(Signature of Contractor)
Seal:
SPECIAL CONDITIONS OF CONTRACT

1. Work will be carried out as per technical specifications in general; any item not included in the work will be carried out as per instructions of the COE.
2. All arrangements required for the job will be made by the contractor.
3. Sales Tax, Service tax & any other taxes shall be paid by the contractor as per rules. He is bound to follow labor laws and fair wages clause.
4. In case any material is required to be tested, the contractor will have to make all arrangements at his own cost, testing charges would be borne by the contractor.
5. The work shall be completed within the period as mentioned in notice inviting Tenders/Agreement.
6. Rates provided in financial bid are inclusive of all lead & lift; no extra lead/lift shall be paid over & above that.
7. If there is any clerical or typing error in the financial bid, the rates & nomenclature as given in technical specification will be final.
8. The quantum of work/items can be increased or decreased at the discretion of the Centre Of Excellence.
9. Conditional tenders are liable to be rejected. Only rate given in financial bid will be valid.
10. The contractor is expected to have visited the site of work and acquaint himself of general relevant information related to the work by personally inspecting the area before tendering for the work.
11. Any item not covered by technical specification shall be covered by as per Centre Of Excellence clarification.
12. Other terms & conditions of contract shall be as per agreement & General conditions of contract.
13. Liability of service tax and any other tax shall be of the contractor.
14. Electricity consume for this work, electricity charges born by Bidder.

Note: Any Contractor who submits the tender documents would be deemed to have read and understood the meaning of aforementioned terms and conditions.

(Signature of the contractor)
Seal:
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The form of Invitation of tender will state the work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. Copies of the specifications designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Authorized Officer shall be open for inspection by the contractor at the office of Deputy Director Horticulture or other duly authorized Officer during office hours.

2. In the event of the tender being submitted by a firm, it shall be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian partnership Act, by submitting the copy of registration certificate.

3. Receipt for payments made on account of a work when executed by a firm must also be signed by the several partner except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

5. The Deputy Director Horticulture and other duly authorized Officer will open tenders in the presence of any intending contractors or their authorized representative who may be present at the time.

6. The Deputy Director Horticulture or other duly Authorized Officer shall have the right of rejecting all or any of the tender without assigning any reason.

7. The receipt of a Cashier or any other official authorized to receive amount for money paid by the contractor, will be considered as any acknowledgement of payment to the Deputy Director Horticulture or other duly authorized Officer.
Tender for works

I/We hereby tender for the execution of the work, for the Centre Of Excellence Devrawas Tonk in the underwritten memorandum within the time specified in such memorandum at the rates mentioned in financial bid.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to effect the carrying out of the work. I/We have fully acquainted myself / ourselves about the condition in regard to accessibility of site, and quarries /kilns, nature and the extent of ground working condition including stacking of materials. Installation of T & P conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

a) General description of work
b) Estimated cost Rs. 11.26 lakh
c) Earnest money Rs. 23000 (@ 2%)
d) Time allowed for the work (to be reckoned from the 10th day after the date of written order of commences the work) is two months.

Should this tender be accepted in whole or in part, I/We hear by agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice inviting Tender, or in default thereof to forfeit and pay to the Centre Of Excellence or his successors in office the sum of money mentioned in the said conditions.

A sum of Rs. 23000/- forwarded herewith as earnest money. This amount of earnest money shall absolutely be forfeited to the Center of Excellence or his successor in office without prejudice to any other right or remedies of Centre Of Excellence or his successor in his office should I/We fail to commence the work specified in the above memorandum.

Signature Contractor:

Address:

Date:
Conditions of Contract

Clause 1- Compensation for delay:

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the contractor and shall be reckoned from the 10th day after the date of written order to commence the work is given to the contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit, if any. Besides, appropriate action may be taken by the competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before ½ of such time has elapsed and 3/4th of the work before ¾ of such time has elapsed. If the Contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the COE at every time span as below:-

<table>
<thead>
<tr>
<th>A.</th>
<th>Time span of full stipulated period</th>
<th>1/4th (15 days)</th>
<th>1/2nd (30 days)</th>
<th>3/4th (45 days)</th>
<th>Full (60 days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Work to be completed in terms of money</td>
<td>1/8th (Rs.___.)</td>
<td>3/8th (Rs.___.)</td>
<td>3/4th (Rs.___.)</td>
<td>Full (Rs.___.)</td>
</tr>
<tr>
<td>C.</td>
<td>Compensation payable by the Contractor for delay attributable to the contractor at the stage:</td>
<td>2.5% of scheduled work remained unexecuted on the last day of (1/4) time span.</td>
<td>5% of scheduled work remained unexecuted on the last day of (1/2) time span.</td>
<td>7.5% of scheduled work remained unexecuted on the last day of (3/4) time span.</td>
<td>10% of scheduled work remained unexecuted on contracted full period.</td>
</tr>
</tbody>
</table>

Note: In case delayed period over a particular span is split up and is jointly attributable to Centre Of Excellence and contractor the competent authority may reduce the compensation in proportion of delay attributable to Centre Of Excellence over entire delayed period over that span after clubbing up the split delays attributable to the Centre Of Excellence and this reduced compensation would be applicable over the entire delayed period without paying any escalation. Following illustration is given.

(i) First time span is of 6 months, delay is of 30 days which is split over as under:- 5 days (attributable to COE) + 5 days (attributable to contractor) + 5 days (attributable to COE) + 5 days (attributable to contractor) + 5 days (attributable to COE) + 5 days (attributable to contractor). Total delay is thus clubbed to 15 days (attributable to COE) and 15 days (attributable to contractor). The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5, 15/30, 1.25” over 30days without any escalation by competent authority. The contractor shall, further, be bound to carry out the work in
accordance with the date and quantity entered in the progress statement attached 
to the tender.

In case the delay in execution of work is attributable to the contractor, the span 
wise compensation, as laid down in this clause shall be mandatory. However, in 
case the slow progress in one time span is covered up within original stipulated 
period, then the amount of such compensation levied earlier shall be refunded. 
The Centre Of Excellence shall review the progress achieved in every time span, 
and grant stage wise extension in case of slow progress with compensation, if the 
delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the 
contractor before execution of the agreement and it is entered in agreement as well 
as same has been accepted by the Centre Of Excellence, the contractor shall 
complete the work within the said time schedule. In the event of the Contractor 
fail to comply with this condition, he shall be liable to pay compensation as 
prescribed in foregoing paragraph of this clause provided that the entire amount of 
compensation to be levied under the provisions of this clause shall not exceed 
10% of the value of the contract. While granting extension in time attributable to 
the Centre Of Excellence reasons shall be recorded for each delay.

Clause 2 – **Risk and Cost Clause:**

The Competent Authority defined under rules may, without prejudice to his rights against 
the contractor, in respect of any delay or inferior workmanship or otherwise, or to any 
claims for damages in respect of any breaches of the contract and without prejudice to 
any rights or remedies under any of the provisions of this contract or otherwise, and 
whether the date for completion has or has not elapsed, by notice in writing, absolutely 
determine the contract in any of the following cases :

I. If contractor having been given by the Centre Of Excellence, a notice in writing to 
rectify, reconstruct or replace any defective work or that the work is being 
performed in any inefficient or otherwise improper or unworkman like manner, 
shall omit to comply with the requirements of such notice for a period of seven 
days, thereafter, or if the contractor shall delay or suspend the execution of the 
work so that either in the judgment of the Centre Of Excellence (which shall be 
final and binding) he will be unable to secure completion of the work by the date 
for completion or he has already, failed to complete the work by that date.

II. If the contractor, being a company, shall pass a resolution or the Court shall make 
an order that the company shall be wound up or if a receiver or a manager, on 
behalf of a creditor, shall be appointed or if circumstances shall arise, which 
etitle the court or creditor to appoint a receiver or a manager or which entitle the 
court to make a winding up order,

III. If the contractor commits breach of any of the terms and conditions of this 
contract.

IV. If the contractor commits any acts mentioned in Clause 17 hereof. When the 
contractor has made himself liable for action under any of the cases aforesaid, the 
Deputy Director Horticulture or duly authorized officer on behalf of the Director 
Horticulture shall have powers.

a) To determine or rescind the contract, as aforesaid (of which determination or 
rescission notice in writing to the Contractor under the hand of the officer-in-
charge shall be conclusive evidence) upon such determination or rescission,
the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of COE.

b) To employ labour paid by the COE and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the officer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the contractor under the terms of this contract. The certificate of the officer-in-charge as to the value of the work done shall be final and conclusive evidence against the contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the contractor.

c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the officer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by COE under this contract or on any other account. WHATSOEVER, or from his Earnest Money. Security Deposit, Enlistment Security or the proceeds for sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the officer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 3 - Contractor remains liable to pay compensation, if action not taken under clause 2:

(i) In any case in which any of the power conferred by clause 2 hereof shall have become exercisable and the same shall have not been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

Powers to take possession of, or require removal, sale of contractor’s plant:

(ii) In the event of the Deputy Director Horticulture or other duly authorized officer putting in force either or the power (a) to (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works or the site thereof or belonging to the
contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account of the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Deputy Director Horticulture or duly authorized officer (whose certificate thereof shall be final and conclusive), otherwise the concerned Officer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized Agent, require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Deputy Director Horticulture or other duly authorized officer may remove them at the contractors expenses or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the Deputy Director or other duly authorized officer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 4 – Extension of Time:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other grounds, he shall apply in writing to the Deputy Director Horticulture within 10 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Deputy Director Horticulture shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Clause 5 – Final Certificate:

On completion of the work the contractor shall be furnished with a certificate by the officer-in-charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt. If the contractor should fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and clearing off dirt on or before the date fixed for the completion of the work, the officer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 6 – Time limit for payment of final bills:

The final bill shall be paid within two months for contracts on presentation by the contractor. If there shall be any dispute about any item (s) of the work, then the undisputed item (s) only shall be paid within the said period of two months. The contractor shall submit a memorandum of the disputed items along with justification in support within 15 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.
Clause 7 – **Contractor to be given time to file objection to the verification recorded by the COE:**

Before taking any verification of any officer-in-charge shall give reasonable notice to the contractor. If the contractor fails to be present at the time of verification after such notice or fails to sign or to record the difference within week from the date of verification in the manner required by the officer-in-charge, then in any such even the verification taken by the officer-in-charge, or by the committee, as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

Clause 8 – **Bills to be on printed forms:**

The contractor shall submit all bills on the printed from to be had on application at the office of the officer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered pursuance of these conditions; and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 9 – **Rejection of the materials procured by contractor:**

The Deputy Director Horticulture shall have full powers to require the removal from the premises of all material which in his opinion are not in accordance with the specification and in case of default, the COE shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such material to be substituted thereof and in case of default, COE may cause the same to be supplied and all cost which may attend such removal and substitution are to be borne by the contractor.

Clause 10 – **Works to be executed in accordance with specification, orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the officer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so requires be entitled at his own expense to make as cause to be made copies of specifications and of all such designs, drawings and instructions as aforesaid.

Clause 11 – **Alteration in specification and design do not invalidate contract:**

The COE shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the COE and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in tender for the main work.
Clause 11 A – **Quantum of additional, extra work, excess work etc.**

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total quantum of additional and of extra items shall not exceed 20% of the total contract value unless otherwise mutually agreed by the COE and the contractor.

Clause 12 – **Action and compensation payable in case of bad work:**

If it shall appear to the COE, that any work has been executed with unsound imperfect or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, otherwise not in accordance with contract, the contractor shall on demand in writing from the COE specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for will rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own cost, and in the event of his failing to do so within a period to be specified by the COE in his demand as aforesaid; then the contractor shall be liable to pay compensation at the rate of one percent on the tendered amount of work for every week not exceeding ten percent while his failure to do so, shall continue and in the event of any such failure the COE may rectify or remove, and re-execute the work or remove and replace with others the materials or articles complained of as the case may be, at the risk and expense in all respects of the contractor.

Clause 13 – **Work to be open for inspection i.e. Contractor or responsible agent to be present:**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the COE and his officer incharge, and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the COE or his officer incharge to visit the works shall have been given to the contractor either himself be present to receive order and instruction, or have a responsible agent duly accredited in writing present for the purpose. Orders given to the contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 14 – **Work not to be sublet, Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent:**

The contract shall not be assigned or sublet without the written approval of the Deputy Director Horticulture. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite rewards or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor, or any of his servants or agents to any officer or person in the employ of COE in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Deputy Director Horticulture may thereupon by notice in writing
rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of COE and the same consequences shall ensure as if the contract had been rescinded under clause 2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 15 – **Works to be under directions of the Engineer or officer-in-charge:**

All the works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the officer-in-charge of the COE for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause 16 – **Settlement of disputes:**

If any question, difference or objection whatsoever shall arise in any way in connection with or arising out of this instrument or the meaning of operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter as herein before provided for and been so decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights or obligations of the parties as the result of such termination shall be referred for decision to the Deputy Director Horticulture of the COE. The officer-in-charge on receipt of application along with prescribed fee (the fee would be two percent of the amount in dispute not exceeding Rs. one lacs) from the contractor shall refer the disputes to the Deputy Director Horticulture of the COE with in a period of 10 days from the date of receipts of application.

Clause 17 – **Action where no specification:**

In case of any class of work for which there is no such specification, such work shall be carried out in accordance with the detailed specification of the COE and also in accordance with the instruction and requirement of the COE.

Clause 18 – **Withdrawal of work from the contractor:**

If the COE shall at any time and for any reasons whatever, think any portion of the work should not be executed or should be withdrawn from the contractor, he may by notice in writing to that effect, require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor the portion of work so specified and the contractor shall not be entitled to any compensation by reason of such portion of work having been withdrawn from him.

Clause 19 – **Payment of sales tax, service tax and any other taxes:**

The Sales Tax, Service tax, Royalty or any other tax on materials issued/services rendered in the process of fulfilling contract payable to the Government under rule in force will be paid by the contractor himself.
Clause 20 – **Quality Control:**

The COE shall have right to exercise proper quality control measures. The contractor shall provide all assistance to conduct such tests.

Clause 21 – **Force Major:**

Neither party shall be liable to each other for any loss or damage occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts.

Clause 22 – **Jurisdiction of Court:**

In the event of any dispute arising between the parties hereto in respect of any of the matter comprised in this agreement, the same shall be settled by a competent court having jurisdiction Tonk.

(Signature of Contractor)

Seal:
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 behavior 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 C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ____________________________
The designation and address of the Second Appellate Authority is ____________________________

(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 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 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 along with 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.

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(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 authorised representative.

(6) Fee for filing appeal
(a) Fee for 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 banker’s 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.
(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 authorised representative.

(6) Fee for filing appeal
(a) Fee for 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 banker's 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.
FORM No. 1
[See rule 83]
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. Grounds 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 subtotals, 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 prices 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 specified 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, the 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.

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