

**RAJASTHAN STATE POLLUTION CONTROL BOARD**

4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004 Rajasthan

Phone: +91-0141 5101871,5101872,5159600 FAX: +91-0141 5159694-97

Website: <http://www.environment.rajasthan.gov.in/rpcb>


**NOTICE INVITING BID - NIB**

F 14(181) Corres/ RPCB/Plg/ /2018/02 / 9445

dated 25.09.2018

**BID NOTICE FOR Supply & Installation of 'Pet Bottles Shredding Machines'**  
Bids are invited by Rajasthan State Pollution Control Board, Jaipur from manufacturers/authorized dealers in India and abroad for the supply and installation of Six (6) 'Pet Bottles shredding Machines'

S.No.	Particulars	Date/Amount in Rs.
1	<b>Tender Value(Estimated)</b>	<b>Rs 9.00 Lakh</b>
2	Name & address of procuring entity	Member Secretary, Rajasthan State Pollution Control Board, 4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur-302004 Rajasthan
3	Bid Fee in Favour of Member Secretary, Rajasthan State Pollution Control Board, Jaipur payable at Jaipur	<b>Rs. 1000/-</b>
4	Bid submission start date	<b>03 /10 /2018 at 10.00 AM</b>
5	Last date of submission of Bid	<b>22 / 10 /2018 at 3.00 PM</b>
6	Website for downloading Tender Document,	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> <a href="http://www.environment.rajasthan.gov.in/rpcb">http://www.environment.rajasthan.gov.in/rpcb</a>
7	Bid Validity	90 days from the last date of bid submission
8	Amount in Rs of Earnest Money in DD/Pay Order only as Details Mentioned in Tender document	<b>Rs. 18,000</b>

  
Member Secretary



**Tender Document  
for  
Supply and Installation of  
'Pet Bottles shredding Machines'**

<b>Procuring Authority</b>	Member Secretary, Rajasthan State Pollution Control Board, 4 - Institutional Area, Jhalana Doongri, Jaipur-302004 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	<b>22-10-2018 at 3.00 PM</b>
<b>Date &amp; Time of Opening of Technical Bid</b>	<b>23-10-2018 at 11.30 AM</b>

**राजस्थान राज्य प्रदूषण नियंत्रण मंडल**

**RAJASTHAN STATE POLLUTION CONTROL BOARD**

04, झालाना संस्थानिक क्षेत्र झालाना डूंगरी जयपुर – 302004

4-Institutional Area, Jhalana Doongri, Jaipur - 302004

फोन (Ph): 5101871] 5101872] ईपीबीएक्स (EPBX) 5159600] 5159699 फैक्स (FAX):

5159694&97

Web: [www.environment.rajasthan.gov.in/rpcb;](http://www.environment.rajasthan.gov.in/rpcb;)

**RAJASTHAN STATE POLLUTION CONTROL BOARD**  
**4, Institutional Area, Paryavaran Marg, Jhalana Doongari, Jaipur- 302004 Rajasthan**  
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<b>8</b>	Amount in Rs of Earnest Money in DD/Pay Order only as Details Mentioned in Tender document	<b>Rs. 18,000</b>

Member Secretary

Note :-

1. Bid Procedure: Single-stage: Two envelop Bid procedure
2. Bidder (Authorized Signatory) shall submit Technical & financial bid in prescribed format.
3. RSPCB will not be responsible for delay in submission due to any reason. For this, bidder is requested to Submit complete bid well advance in time so as to avoid any other unforeseen problems
4. No contractual obligation whatsoever shall arise from the bidding document bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
5. Procurement entity disclaims any factual or other errors in the bidding document (the onus is purely on
6. The individual bidder to verify such information and the information provided therein are intended Only to help the bidder to prepare a logical bid-proposal
7. The provisions of RTPP Act 2012 and RTPP Rules 2013 thereto shall be applicable for this Procurement furthermore in case of any inconsistency in any of the provisions of this bidding Document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.
8. The Member Secretary (Procuring Authority), RSPCB reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to award of contract, without assigning any reason.

#### **SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

- Interested parties shall send their proposals in sealed cover super-scribing “Quotation for” Supply & Installation of ‘Pet Bottles Shredding Machines’ at RSPCB Jaipur
- The proposal shall be submitted in two envelopes. The first envelope should contain the “Technical Bid” as per format in Annexure 3 consisting of technical parameters and the second envelope should be super-scribed as “**Financial Bid**” as per format in Annexure -4 containing the commercial aspects. Please mention “Technical Bid” and “Financial Bid” respectively on these two envelopes. Both these envelopes should be placed in one envelop super-scribed as offer for **Supply & Installation of ‘Pet Bottles Shredding Machines**

Deposit the Bidding form fee of **Rs 1000/-** in cash or through DD or bankers cheque in favour of Member Secretary, Rajasthan State Pollution Control Board, Jaipur payable at Jaipur. The prospective bidders shall download the bidding document from the State Public Procurement portal i.e. [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) or Rajasthan State Pollution Control Board's website i.e. <http://www.environment.rajasthan.gov.in/rpcb> and pay its price before submitting the filled up bidding document at attached the copy of receipt of such bidding form fee with bidding documents.

**Payment Terms and Schedule:- Payments to the bidder, after successful installation and commissioning of machines**

1. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
2. Due payments shall be made promptly by the purchaser.
3. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
4. All remittance charges will be borne by the supplier/ selected bidder.
5. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
6. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
8. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

**ANNEXURE-1: BILL OF MATERIAL (BoM)**

Estimated no. of site - 6 and these would be across the State of Rajasthan.

BoM				
S.	Description	UOM	Qty.	Delivery Period

No.				
1	Supply, Installation of Pet Bottles shredding Machines'	Qty.	6	The bidder has to sign contract agreement for supply of machines within 60 days at the RSPCB Head Office , Jaipur and shall be installed at the various 6 suitable places in Jaipur

#### Installation Locations in Jaipur City

Sr. No.	Installation locations Jaipur City	Number of Machines
1	Government Secretariat	1
2	CM office	1
3	CM official Residence	1
4	SMS Stadium	1
5	Jaipur Collector Office	1
6	RSPCB Office	1

#### General Conditions for Eligible Tenderers

1. Tenderer shall not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this bid.
2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Rajasthan.
3. The bidder shall ensure to submit EMD before the last date of bid submission.
4. EMD( **Rs 18,000/-**) payments through DD/Bankers Cheque in favour of Member Secretary, Rajasthan State Pollution Control Board, Jaipur payable at Jaipur shall be made as one single transaction and payments made in part are liable for rejection.
5. The Member Secretary – RSPCB has right to accept or reject or postpone any or all of the tenders without assigning any reasons.

6. All other terms and conditions as per the tender document. For the details and technical specifications see the downloaded tender document.
7. The quantity of the items shown in tender document is approximate and this quantity may increase as per the requirements without any change in unit price or other terms and conditions.
8. In case of any dispute regarding this bidding document or allotment of bid, there is an appeal provisions are available under RTPP and Rules.
9. The net rate quoted per item/unit of goods shall be for F.O.R. destination, which includes everything including taxes, insurance, freight charges, labour charges, installation etc. except service tax on works contract while quoting rate, this point should be kept in mind.
10. The entire work / project has to be executed with 60 days of acceptance by the successful bidder. In case this is delayed then liquidation damages clause will apply.
11. Incomplete tenders without specified EMD are liable to be rejected. The EMD of the unsuccessful tenderers shall be returned within a reasonable time, after conclusion of agreement with the successful tenderers. Earnest Money Deposits/ shall not bear any interest on it and the EMD shall be adjusted to the successful tenderer against security Money.
12. Security deposit will be forfeited, if the tenderer fails to execute the contract within the stipulated time.
13. The successful bidder shall furnish performance security deposit @ 5 % on the contract value in the form of Bank Draft/Banker's Cheque in favor of Member Secretary , RSPCB of a scheduled bank /bank guarantee/ having **one year validity** and it does not carry any interest.
14. The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/ public enterprises.
15. The bidder shall quote in two part system, one for technical bid and other for Financial bid. Financial bid will be opened after satisfaction of technical bid.
16. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this Contract. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto the later shall prevail The RTPP Act 2012 and Rules 2013 shall be applicable on this contract.

17. Procurement entity disclaims any factual/ or the errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

**18. Liquidated Damage on delay in completion of work shall be as follows**

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

19. Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions or otherwise and the time with the bidder for preparation of Bid appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given and shall also be placed on the State Public Procurement Portal, If, in the office of the Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.



## **Other Terms related to Bidding**

### **Opening of Bid**

1. The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB/ bidding document in the presence of the bidder or his authorised representatives who choose to be present.
2. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
3. The committee shall conduct a preliminary scrutiny of the opened Bid to assess the prima-facie responsiveness and ensure that the:
  - bid is valid for the period, specified in the bidding document;
  - bid is unconditional and the bidder has agreed to give the required security and
  - Other conditions, as specified in the bidding document are fulfilled.
  - Any other information which the committee may consider appropriate.
  - The Technical bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable shall be opened and evaluated.

### **Evaluation & Tabulation of Techno-Financial Bid**

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bid:-

1. The Techno-Financial Bid of the bidder will be opened as per the time specified in the NIB.
2. Conditional Bid is liable to be rejected;
3. The Bidder has submitted the Technical Bid in prescribed format (Annexure 3) with all the relevant documents
4. The evaluation shall include all costs and all taxes and duties except GST applicable to the bidder as per law of the Central/ State Government/ Local Authorities and the evaluation criteria specified in the bidding documents shall only be applied;
5. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
6. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

7. The Works shall be awarded on L1 Basis subject to further negotiation, if necessary.
8. The Procuring Entity may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission in bid.

### **Lack of competition**

1. A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. There are no obvious indicators of cartelization amongst bidders; and
  - e. The bidder is Technically qualified as per criteria in the bidding document
2. The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
3. In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
4. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

### **Execution of the Agreement**

1. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
2. The successful bidder shall sign the agreement within 7 days from the date of the work order or letter of intent is dispatched to the successful bidder.
3. If the bidder, whose Bid has been accepted, fails to sign a written agreement or fails to furnish the required security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the

procurement process or may award the contract to next successful bidder or may cancel the bid.

4. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

### **Appeals**

If any bidder or prospective bidder is aggrieved by any decision, action or omission of the procuring entity is in contravention to the provision of the RTPP Act or the rules or guidelines issued there under, may file first appeal to under named in the **Annexure -9** . No other document or letter or mail shall be acceptable in place of Appeal.

Member Secretary,  
Rajasthan State Pollution Control Board,  
4, Institutional Area, Paryavaran Marg,  
Jhalana Doongari, Jaipur- 302004 Rajasthan,

**ANNEXURE-2 : BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder}

To,

Procuring entity,  
Member Secretary, Rajasthan State Pollution Control Board, 4, Institutional Area,  
Paryavaran Marg, Jhalana Doongari, Jaipur- 302004 Rajasthan

I/ We----- {Name/ Designation} hereby declare/ certify that -----  
-----{Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. dated. He/ She is also authorized to attend meetings & submit requisite information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-3 : SELF-DECLARATION {to be filled by the bidder}**

To,  
Procuring entity,  
Member Secretary,  
Rajasthan State Pollution Control Board, 4, Institutional Area,  
Paryavaran Marg, Jhalana Doongari, Jaipur- 302004 Rajasthan

In response to the NIB Ref. No.  
dated  
for

Professional & Consultancy Services, as an Owner/ Partner/ Director/ Auth. Sign. of  
, I/ We hereby declare that presently our Company/ firm  
, at the time of bidding,: -

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;  
b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

d) does not have any previous transgressions with any entity in India or any other country during the last three years

e) does not have any debarment by any other procuring entity

f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our Partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by RSPCB, my/ our security (if submitted) may be forfeited in full and our bid, to the extent accepted, may be cancelled. Thanking you,

Name of the Bidder: - Authorised Signatory: - Seal of the Organization: - Date: Place:

**ANNEXURE-4 : TECHNICAL SPECIFICATIONS**

## **Specifications of Pet Bottles Shredding Machines**

Requirement for **Pet Bottles Shredding Machine**, which can shred **Pet Bottles** encouraging public for proper disposal of used **Pet Bottles** and not to re- use unhygienic used pet bottles & help our environment.

Sr No	<b>Specifications</b>
1	Minimum Size of Machine Dimensions (mm) H x W x D 1450 x 700 x 700
2	Weight (kgs)        Appro.-270-280
3	Outer Body – Sheet metal enclosure with 1.5mm thick sheet , with customized colour powder coating mat finish.
4	Cutting Mechanism        Twin Shafts Shred Chamber (mm)     120 x 120 Shred size (mm)        6 x 50-100 Shred Capacity (kg/Hr.) 100-150
5	Shredding Capacity        180-200 Pet Bottles of 1 Liter Cutting Torque        >30 Kg. m Cutting Speed        10 met / minute
6	Shredded Waste Bin Capacity 1000-1100 Bottles of 1 Liter
7	Working Cycle should be Continuous
8	Provided with Bottle Sensor and “ Bin full “sensor
9	Hopper Volume (Litres) - Waste Volume (Litres) should be        160 Liters
10	Motor Start / Off    Auto / Online
11	Power requirement – Voltage    415V/220V Power One 1 HP or Above Should be operated with Single Phase
12	Noise Level should < 65db in operating condition of Machine
13	Installation manual – to be provided with each machine

### Technical Qualification bidding Format –Annexure -5

The Technical Qualification should be submitted in the following format:

S.No	Subject	Particular
1	Name of the firm/Company of bidder	
2	Address of the office of bidder	
3	Year of Establishment	
4	No of year Experience in the field / in similar nature	
5	PAN no (Copy enclosed)	
6	GST Registration Number (Copy enclosed)	
7	Annual Turnover certificate from a Chartered Accountants (As per Annexure -7) for the year 2015- 16,2016-17,2017-18 . The bidder shall have at least <b>Average Turnover</b> of Rs 10 Lakhs in last in the field of similar nature of works as required in this bid document .	
8	List of 3 Government Organization/PSU/ Banks/Corporations / Private Institutions where similar nature of work done.	
9	Company Registration under ROC/CIN No, Copy of Partnership Deed ( if Partnership firm) Copy of Shop Act License ( In case of Proprietorship firm)	
10	Copy of Purchase order from the Central Government/State Government/Public <b>Sector</b> units/PSU Banks/Pvt Clients. One single work order worth Rs.5 lakhs in any last three financial years i.e. 2015-16, 2016-17, 2017-18 along with work completion or satisfactory certificate to be submitted	

**Formats of Financial bidding –Annexure -6 (To be submit in separate envelope)**

Financial bid for

**We hereby quote our Rate of entire contract a sum of Rs. ----- (In figure) (Rs----  
----- -**

**-----in Words ) as against estimated by RSPCB. The above prices are  
inclusive of all taxes, duties, Transportation, Installation etc except GST as applicable.**

**Note- Please do not quote your rates in %, the same shall not be considered.**



**ANNEXURE-7: DRAFT C.A. CERTIFICATE FOR TURNOVER**

**To Whom So ever it may concern**

This is to certify that the **Average Turnover** for last 3 F.Y. (2015-16, 2016-17 & 2017-18) from

Contract Receipt of M/s -----Address----- is       Rs

----- from the Activity namely Works Contract of Wooden, Aluminium,

Electrical, Office furnishing, IT Infrastructure Setup.

**Signature of Proprietor/Partner of C A Firm**

**Name of Firm**

**Address of C A Firm**

**Name of Member signing this certificate**

**Membership Number of Member**

**FRN No of firm**

**ANNEXURE-8: DRAFT AGREEMENT FORMAT** *{to be mutually signed by selected bidder and procuring entity}*

This Contract is made and entered into on this day of by and between Procuring entity, Member Secretary, Rajasthan State Pollution Control Board, Jaipur (**RSPCB**), having its registered office at 4, Jhalana Institutional Area, O. Jaipur -302004, Rajasthan (herein after referred to as Purchaser) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART And

*(enter your firm's name & address)*, a registered firm no. , office at (herein after referred as the "Successful Bidder") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART. Whereas,

RSPCB intends to Execute works contract of furnishing additional office space situated at 4, Jhalana Insittuinal Area,. Jaipur involving the complete scope of work described in the RFQ document having NIB No- .....Dated.....

And whereas

Successful Bidder represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing against RFQ document issued in this

regard having NIB No- .....Dated..... in accordance with the terms and conditions set forth herein and

any other reasonable requirements of the Purchaser from time to time.

And whereas

The purchaser has accepted the bid of the Successful Bidder and has placed the supply Order to the

Successful Bidder vide RSPCB Letter No. -----dated: , on which the Successful Bidder has

given their acceptance vide their Letter No. -----dated .

Now it is hereby agreed to by and between both the parties as under:

1. The NIB Ref. No. ....and RFQ i.e. Final RFQ document issued by RSPCB along with its

enclosures/ Annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by the RSPCB to the Successful Bidder at the rates set forth in the Work Order No. -----dated , the Successful Bidder will duly provided

the related services in the manner set forth in the RFQ, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.

3. The purchaser do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFQ, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFQ document.

4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFQ document.

5. In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the following percentages of value of service which the selected bidder has failed to supply or complete.

<b>No.</b>	<b>Condition</b>	<b>LD %*</b>
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFQ document.

In witness whereof the parties hereto have set their hands on the day of (Year).

Signature of the  
Successful Bidder

Signature for and on behalf of procuring entity  
Name: Name: Designation: Designation::

*In the presence of: In the presence of:*  
Witness No.1 Witness No.1

Witness No.2 Witness No.2

**ANNEXURE-9 :**

**MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

1. Particulars of appellant:

a. Name of the appellant: <please specify> b. Official address, if any: <please specify> c. Residential address: <please specify>

2. Name and address of the respondent(s):

a. <please specify> b. <please specify> c. <please specify>

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: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place ..... Date .....

Appellant's Signature