

THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme,
Jaipur-302005
Phone: 0141-2227267 Fax: 0141-5115766
website: www.rajsico.gov.in e-mail: rajsico@rajasthan.gov.in

**e-Tender for
Handling & Transportation of Coal
from WCL / SECL of Coal India Limited
to
across the Rajasthan by Rail
(Two Bid System)**

**Tender Form cost Rs. 2500/- (Non refundable)
RISL Processing Fees: Rs. 1000/-(Non refundable)
Earnest Money Deposited: Rs. 10,00,000/-(Refundable)**

S.No.	Schedule	Date	Time
1.	Publishing Date	14.8.2013	2.00 PM
2.	Document Download Start Date	14.8.2013	5.00 PM
3.	Document Download End Date	16.9.2013	3.00 PM
4.	Bid Submission Start Date	15.8.2013	10.00 AM
5.	Bid Submission End Date	16.9.2013	3.00 PM
6.	Bid Opening Date	16.9.2013	5.00 PM
7.	Submission of Demand Draft/Banker Cheque of Tender Cost(including processing Fees) and Earnest Money	From 14.8.2013 to 16.9.2013	5.00 PM

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Date: _____ Signature of Tenderer
(Name, Design., Address & Company Seal)

[Type text]

e-Tender Notice



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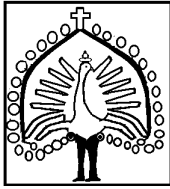
E-Tender BID Invitation Notice

HANDLING & TRANSPORTATION OF COAL FROM WCL/SECL OF COAL INDIA LIMITED TO ACROSS THE RAJASTHAN BY RAIL.

RSIC invites online competitive BIDS for transportation & handling of coal from WCL/SECL of coal India Limited to across the Rajasthan by Rail. The Tender/Bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/registered with above portal for participating in the Bidding process. Last date for submission of the tenders is upto 16.9.2013 at 3.00 PM and Technical Bid will be open on same day at 5.00 PM in the presence of tenderers.

For details visit our website: www.rajsico.gov.in or contact: AGM (RM) on 0141-5115756

Chairman & Managing Director



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01 INSTRUCTIONS TO THE TENDERERS.

The RSIC is a Government Corporation Registered under Companies Act 1956 and has been authorised by the Government of State to procure coal from Coal Companies out of allocation made in favour of various States by Govt. of India and distribute the same to SSI and tiny units who chooses to get register with the RSIC.

Instructions:-

- (i) The Tender Document is not transferable under any circumstances.
- (ii) Tender shall be submitted online only through www.eproc.rajasthan.gov.in
- (iii) No physical/offline Tender/bid shall be accepted
- (iv) The Earnest Money and Tender fee shall be in the form of Demand Draft / Banker Cheque of Schedule Bank drawn in favour of "The Rajasthan Small Industries Corporation Ltd.". payable at Jaipur and shall be submitted in the office of the AGM(RM), Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur upto schedule date and time.
- (v) The processing fee shall in the form of DD/Banker Cheque of Scheduled bank drawn in the favour of MD, RISL, payable at Jaipur.
- (vi) The Corporation reserve right to cancel the BID without assigning any reason.
- (vii) The Service Tax & other taxes payable if any, under the contract shall be paid by the Bidder
- (viii) Conditional tenders and casual letters sent by the bidder will not be accepted.
- (ix) Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID online.
- (x) The above terms & conditions of the Bids may also be seen on RSIC website www.rajsico.gov.in. alongwith the BID invitation Notice.

02. SUBMISSION OF TENDER:

Instruction to bidders for online submission of e-tender

- 2.1 The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
- 2.2 Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, bidders will have to procure Digital Signature Certificate (type II or III) as per information technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code, etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. Contact No. 0141-4022688 (Help Desk 10 AM to 6 PM on all working days) email: eproc@rajasthan.gov.in Address: e-procurement cell, RISL. Yojana Bhawan, Tilak marg, C-Scheme, Jaipur.
- 2.3 Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fees, Processing Fees and EMD should be submitted manually in the office of Tendering Authority (RSIC Ltd.) before scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.
- 2.4 Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- 2.5 Training for the bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.

2.6 Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-tendering process.

2.7 Bidders shall have to enter the documents in the “cover” as per the following order:-

- (A) In the '**Fee Cover**' (in PDF/jpg format)
- Scanned copy of DD/Banker's Cheque for tender fee in favour of “The Rajasthan Small Industries Corporation Ltd.”, payable at Jaipur
 - Scanned copy of DD/Banker's Cheque for Earnest Money in favour of “The Rajasthan Small Industries Corporation Ltd.”, payable at Jaipur
 - Scanned copy of DD/Banker's Cheque for Processing Fees in favour of MD,RISL payable at Jaipur

(B) In the '**Technical Document Cover**' (in PDF/jpg format)

Scanned copy (signed & sealed) of the Tender document alongwith following supporting papers(except BOQ Sheet)

- Latest Income Tax Clearance Certificate.
- Solvency certificate in original issued (not more than three months old from NIT date) from **Nationalized Bank** and details of yearly turnover amount showing that tenderer is solvent upto at least Rs. 1.00 Crores (Rupees one Crores) (Format enclosed as Annexure “A”).
- Experience details, copies of work order and performance certificate indicating that the party has successfully executed similar work in coal by rail of **FIFTY THOUSAND TONNES** and more continues experience of minimum five years including preceding years with any of the Government Company, for RSIC, other National/State Corporations, National or State Co-operatives organizations. Complete details of existing office at various Coal Companies. The successful tenderer will be required to open offices in the collieries linked for supplying coal to the RSIC within mobilization period of 15 days, in case the same are not almost existing. An affidavit to this effect is to be submitted with the tender.(Format enclosed as Annexure “B”)

- d) The complete details of the communication facilities viz Telephone, Mobile, e-mail and Fax etc. & the details of the key personnel of the organization at various offices shall also be furnished.

e) Declaration on Affidavit:

Applicant firm must be free from vigilance enquiries and not black listed by any National / State Corporations or Department for which they will produce affidavit on non-judicial stamp of Rs.100/- in this regard.

Any circular, office order, instructions etc. related to the coal activity issued from time to time by the Corporation will also be complied by the H&T contractor and shall be treated as part of the contract, agreement and conditions and binding on the contractor

(C) 'Financial Cover' (.xls format)

The Bill of Quantity (BoQ) shall be upload after entering the rate/percentage in the prescribed format of BoQ available with e-tender:

Bidders shall enter name of the firm on BoQ Only

Bidders are requested not to edit or change any item or quantity.

Rates are to be filling only on BOQ(in .xls format) sheet only

Note: The financial Bids of only those Bidders would be opened and considered who meet the criteria of eligibility.

Special Note:

All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Corporation shall not be responsible for any inconvenience in website and No extension in deposition of Tender/bid shall be allowed for any bidder.

2.8 A sum of Rs 10,00,000/- (Rupees Ten lakhs) towards Earnest Money in the form of pay order / demand draft No. _____ dated _____ drawn in favour of "The Rajasthan Small Industries Corporatin Ltd. payable at Jaipur.

2.9 I/We agree to keep this Tender open for a period of 120 days from the last date of opening of price bid which would not be withdrawn before the expiry of the said period or until a Contract for the work is fully executed with a third party whichever is earlier.

2.10 I have downloaded the tender from on www.epoc.rajasthan.gov.in website and I will comply all the instructions given in this regards.

2.11 I/We do hereby declare that the entries made in the Tender and appendices attached therein are true.

2.12 **Financial Bid will be opened only of those tenderers who fulfil the techno commercial details mentioned above and declared technical qualified. Date and time for opening of Financial Bid will be informed only to the technical qualified tenderers separately.**

2.13 **All the pages of the tender documents and annexure shall be duly signed by tenderer before submission.** Wherever, there are any corrections, the same shall be signed. The tenderer should submit his tender in the prescribed annexed proforma only. If tenderer fails to submit his tender in the prescribed manner, the offer shall be deemed rejected. Conditional tender shall liable to be rejected.

2.14 **Validity of the Tender:**

The tenders shall keep his tender valid and open for acceptance by the RSIC for a period of 120 days from the date of opening of prices bid.

2.15 **Eligibility of the Tenderer:**

For the purpose of work as specified the tenderer should be capable and have professionally competent staff with relevant experience at the specified places. The leaders or key personnel of the tenderer should have adequate persuasive skills in communication to overcome a difficult situation, as arising during the execution of the contract.

2.15.1 The tenderer should have experience of liaison work of coal per year continuous of the preceding 5 years and having execution the work for movement of the coal through rail for not less than FIFTY THOUSAND TONNS in a year with regard to receipt and supply of the coal including supply and movement of the coal upto the destination by railways for Govt. organization / State Electricity Boards. The tenderer should submit copies of relevant experience certificate as mentioned in para (C) of 2.7 (B) to authenticate his claim towards experience and also keep with him opening documents for showing the same to RSIC for verification.

Sealed tenders in prescribed form are invited from experienced, financially sound and reputed firms/contractors including Co-operative Marketing Societies who have past experience of similar work in coal by rail for RSIC, other National/State Corporations, National or State Co-operatives organizations for award of contract upto 31/03/15 subject to the (i) Fuel Supply Agreement with SECL / WCL (ii) authorization as Nodal Agency by the State Government (extendable by one more year) for supervising, liaisoning and handling work in respect of quality and quantity materialization and shortage minimization loading and movement of coal from different colliers as per Coal Distribution Policy. Tender in joint venture will not be accepted.

2.15.2 Other things being equal preference will be given to firms engaged in handling & transportation and distribution of Coal for other States SSI Corporations with certified track record.

2.16 **RATES:**

The tenderers should quote their rate in the BoQ " Schedule of Rates" in .xls format attached with the tender specification in the figures after perusing the details given in the rate schedule. The rates shall be quoted in the figures and if any discrepancy is found in the figures Tenderer shall not be allowed to correct such mistake after opening of the tender. The tenderers should fill in the blanks and quote the rates strictly as per price schedule. The tender shall be submitted in the prescribed forms and all the blanks shall be clearly filled in.

2.17 **Evaluation of Offers**

This section details the procedure for examination of the Bid offers and the eligibility and financial parameters for comparison and evaluation of the offers.

2.18 ***Non-Responsive Bids***

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources to undertake the job, etc. on the basis of Details of eligibility documents required to be given at clause 2.15. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question.

RSIC reserves the right to reject any offer which is non-responsive. No request by/or on behalf of such Bidder for withdrawing or correcting the non-conforming deviation or reservation will be entertained. An offer shall be considered non-responsive for one or more of the following reasons:

- a) Received after the date and time specified for "Submission"
- b) The offer is not accompanied by Earnest Money Deposit as required
- c) The offer is not in accordance with the formats specified in the Tender Documents.
- d) Does not contain the required information as specified in this Tender Document.
- e) The Bid Documents are not signed and sealed in the manner and to the extent indicated in the Bid documents.
- f) The Bid and supporting documents show significant variation and inconsistencies.
- g) The Bids are incomplete or conditional.
- h) Does not meet the eligibility criteria laid down in of this Tender Document.

2.19 (a) Determination of lowest rates

L-1 (lowest rates in the tender) rates will be determined on the basis of rates quoted in Table No. 1 (Transportation by Rail) of BoQ "Schedule of Price"

2.20 EARNEST MONEY DEPOSIT:

Earnest Money amounting to Rs. 10,00,000/- (Rs. Ten Lacs) only against this tender shall be deposited in favour of "The Rajasthan Small Industries Corporation Ltd"., Jaipur and should be deposited to RSIC in physical form. The Earnest Money shall be furnished through DD/Banker cheque only, payable at Jaipur.

2.21 No other mode of payment of earnest money deposit is acceptable. No interest shall be paid by the RSIC on the Earnest Money deposited by the tenderers.

2.22 No tender shall be accepted without deposit of the requisite Earnest Money. The offers received without earnest money shall be summarily rejected and shall not be opened.

2.23 The Earnest Money will be refunded to the unsuccessful bidder. The earnest money deposited by the successful bidder will be adjusted against security deposit.

2.24 OPENING OF TENDERS:

All the tenders received against the invitation of this tender notice shall be opened in the Office of the RSIC, Jaipur at the address given above on the given date and time in the presence of the tenderers or their authorized representatives who choose to be present. Tenderers are requested to issue letter to Asstt. General Manager (Coal) authorizing their representative for participation the tender opening. In case the date of opening of the tender is a holiday or declared holiday, the tenders will be opened on the next working day at the same place and time unless otherwise modified.

2.25 ACCEPTANCE OF THE TENDER:

The RSIC does not bind itself to accept the lowest or any other tender. Any reason shall not be given or assigned for rejection of any tender or part of the tender. The RSIC shall also not bind to disclose any analysis/details/ finalization of the tender.

2.26 RIGHT TO REDUCE THE SCOPE OF WORK:

The RSIC reserves the right to reduce the scope of the work specified in the tender, either in part or whole, if so desired during the finalization of the tender.

2.27 RIGHT TO REJECT THE TENDER:

The RSIC reserves the right to reject any or all the tenders partly or wholly without assigning any reason thereof.

- 2.28 The tenderer should not enter into any correspondence with RSIC unless otherwise sought by RSIC. Any canvassing in any form shall not be entertained and such offers will be summarily rejected..

2.29 FORFEITURE OF EARNEST MONEY DEPOSIT:

Failure to furnish the Security deposit, delay in start of work and non-execution of the agreement within the stipulated time and when the tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender shall be termed as breach and in those cases, the earnest money deposited shall be forfeited by RSIC without any notice in this regard.

3 SCOPE OF WORK:

- 3.1 The scope of work under this contract shall be:
1. Liaisoning with various authorities and obtaining allocation in favour of RSIC.
 2. Handling (Loading /Unloading of coal at loading and unloading point.
 3. Transportation from pit head or from colliery stock yard by rail upto rail siding of destination.
 4. Submitting cheque/DDs of freight given by RSIC to Railways.
 5. Ensuring proper quantity and quality of coal.

3.2 QUANTITY MATERIALIZATION:

The contractor shall be responsible to ensure adequate supply of the required Quantity of coal by Coal Companies of proper quality, grade and size of the coal from the allotted collieries.

- 3.2.1 The contractor shall supervise and ensure that the coal of proper quantity and quality is to be loaded to the full carrying capacity of wagons up to prescribed limits which can be safely unloaded at the destination. The coal shall not be loaded in defective or closed Wagons.

- 3.3 The contractor shall ensure that while loading the coal at the colliery end, coal is loaded to the limit prescribed by the Railways and there should not be any overloading or under loading of the coal. In case of under loading/over loading of the coal by the authorities of colliery or railways as the case may be the contractor shall immediately lodge and complaint with the concerned authorities on behalf of RSIC under intimation to the Corporation and ensure that the coal is loaded to the full capacity of the wagon.
- 3.4 The contractor shall ensure that while loading the coal, the coal to be dispatched is correctly weighed and accordingly the weight is recorded in the Railways receipts by any authority designated by RSIC/Railway Authorities. It shall be the responsibility of the contractor that EPO (Electronic print out) is taken out immediately after weighment of wagons at loading end and the same shall be duly stamped and countersigned by the contractor or his authorized representative.
- 3.5 The contractor shall ensure that the coal shall be of good quality, without any stone, mud or excessive moisture. The coal with excessive surface moisture i.e. above 10%, extraneous material shall not be loaded and dispatched. The contractor shall further ensure that slab, stone and send loading in coal wagons/dumpers is avoided. In the event coal containing the stone, send, slab, mud, excessive surface moisture is loaded / has been loaded, the contractor shall immediately lodge a complaint with the colliery authorities on behalf of the RSIC in such cases, under intimation to the Corporation.
- 3.6 The contractor shall deploy at least one experienced supervisor at each loading station round the clock.
- 3.7 The contractor shall always be vigilant about the route retraction and allotment limitation imposed by the Railways due to blockage of route.
- 3.7.1 The contractor shall obtain day-to- day program of movement, dispatch of the coal from the Collieries on behalf of RSIC and furnish the said program to the under intimation to head office. The contractor shall take necessary action to expedite the dispatches of the coal by the railways from the collieries. The contractor shall keep the officers of the RSIC informed about the dispatches of the coal by /railways from time to time with relevant details by FAX Message to the Corporation at .Jaipur and may be mailed on Website : www.rajsico.gov.in
- 3.8 The contractor shall intimate the dispatch position of the coal rakes booked to RSIC incorporating the following details.
- i) Rake No.
Date of movement
Rout of movement Rake
 - ii) Expected date of arrival at the destination rake
- 3.9 The contractor shall ensure that the wagon which are booked to the RSIC Ltd. shall not be diverted by the authorities. The contractor shall convince the authorities on behalf of the RSIC not to divert any rake allotted and booked for RSIC. The Handling Agent will arrange to book the coal on pre receipt paid R.R. Scheme if applicable.

- 3.10 The contractor shall ensure that the coal dispatched to the SSIs / tiny units shall be free from stone sales, earth & without any foreign material such as iron pieces etc. which cause damages to the plants of SSI sector rake of such inferior quality coal the service charges will not be made. Such action of the liaison agent shall be viewed as poor performance and RSIC shall be at liberty to take action as deemed fit.
- 3.11 The contractor shall be vigilant and ensure that there shall be no pilferage of coal accounts during the transport of the coal and if any pilferage is found the Contractor shall immediately lodge a complaint with the Railways/Police and or any authority and on behalf of the RSIC. If the rake wise quantity received is less by more than 2 % (Two %) of the weight recorded in RR, then the cost of less coal received worked out on the basis of bills raised by Coal Companies plus charges as per charges of liaisoner RR, after allowing 2% transit loss rake wise, shall be recovered from the contractor.
- 3.12 The contractor shall ensure that the crushing and screening arrangements at the collieries are always in working condition. In the event of non-working or failure of said arrangements, the contractor shall immediately lodge complaint with the authorities of collieries concerned under intimation to RSIC and ensure that the defects are immediately rectified by such collieries.
- 3.13 The contractor shall maintain the detail record and registers for various kinds of works involved in the contract and allow the officers of the RSIC to inspect record like weighment etc. after due notice.
- 3.14 The contractor shall ensure that the proper "Bracket Label" indicating the full details such as name of the collieries, type of coal including its grade are affixed on wagons
- 3.15 Collection of DD towards freight from respective office of the RSIC and collection of RR, will be the responsibility of the contractor under this contract so that RR is prepared on freight paid basis and no penal charge is levied. If any extra amount is charged on Railway freight on account of to pay RR the same shall be recovered from running bills or any others of the contractor.

3.16 SHORTAGE MINIMISATION :

The Contractor should ensure that there is no shortage in the weight of the coal at the time of unloading. In no case the shortage should be more than 2% (Two percent). Percentage of shortage will be calculated on total, delivered quantity.

- 3.17 The payment and penalty of the contractor, shall be computed as per the rate scheduled with tender conditions and other clauses mentioned in the tender documents.

3.18 PERIOD OF CONTRACT:

The period of contract shall be two years reckoned from the date of execution of agreement. The contractor should complete all contractual formalities within 10 days from the date of placement of LOI, The RSIC reserves the right to extend the period of contract for further period of one year on the same rates, terms and conditions and if extended the contractor shall be liable to execute the work on the same rates terms and conditions. The period of contract should be calculated from the date of agreement.

In case it is not possible to conclude the new rate contracts due to unavoidable reasons, the existing rate contract may be extended on same price, terms and conditions for a period not exceeding three months.

3.19 QUANTITY:

The approximate quantity to be lifted during the period of contract will depend upon allocation received from the Govt. of India. It will be the duty of the contractor to arrange maximum quantity materialization and obtain required coal from collieries and maintain liaison with SSIs of the State

3.20 MOBILISATION PERIOD :

Contractor is required to mobilize himself within 7 days from the date of issue of letter of intend from this office, failing which the contract award may be terminated without any further notice.

- 3.21 The contractor shall ensure and follow up with the coal authorities at the collieries end and see that the adequate indents of the Railways wagon are being submitted by the Coal authorities and also to obtain a regular allotment from the Railways.
- 3.22. The contractor shall arrange the meetings, discussions of the officers of the RSIC with the authorities of coal companies and railways with regard to the quality and quantity of the coal its movements, dispatch and receipts as and when desired by the RSIC officers.

4 GENERAL TERMS & CONDITIONS OF CONTRACT:

4.1 SECURITY DEPOSIT:

The successful tenderer shall have to submit security deposits of Rs. 1.10 Crores (Rupees One Crore Ten Lacs only). Security deposits Rs. 1.00 crore(Rupees One Crore) in the form of Bank Guarantee in favour of The Rajasthan Small Industries Corporation Ltd., Jaipur operatable at Jaipur branch **from any nationalized Bank** for due and faithfully execution of contract. (Format enclosed As Annexure "C") The security deposit (Bank Guarantee) shall remain valid and operative till 6 (six) months after the expiry of the term of agreement. Remaining security deposit Rs. 10.00 lacs will be deposited in cash or demand draft /banker cheque **in favour of The Rajasthan Small Industries Corporation Limited payable at Jaipur.**

4.2 The security deposit will have to be deposited within 10 days from the date of placement of work order, in single installment after adjusting amount of EMD.

4.3 Successful tenderer shall deposit the Bank guarantee towards security deposit within 10 days from the date of work order.

4.4 All compensation or other sums of money payable by the contractor to the RSIC under the terms of this contract may be deducted from their bills or by encashment of his security deposit or from any sum which may be due or may become due on to the contractor by the RSIC or any amount whatsoever and in the event of cash security deposit being reduced by reasons of any such deduction or encashment in the aforesaid manner. The contractor shall deposit within ten days thereafter make good in cash, or in the form specified in clause 01 of the INSTRUCTIONS TO THE TENDERERS above. No interest will be allowed on cash deposit receipts submitted towards security deposit.

4.5 The security deposit shall be refunded after six months from the completion of the contract on the contractor's fulfilling all the conditions of the contract to the satisfaction of R.S.I.C. Ltd.

4.6 Price Fall Clause:

If the rate contract holder quotes / reduces its price to render similar work or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly the firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen day time to intimate their acceptance to the revised price.

Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract its reduced price shall be conveyed to other parallel rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it shall not be conducted.

- 4.7 A Coal Distribution Policy already uploaded on the Corporation's website is a part of tender contract

4.8 **FORFEITURE OF SECURITY DEPOSIT**

Security deposit shall be forfeited when any terms and conditions of the contract, agreement is infringed / violated.

4.9 **PAYMENT:**

Contractor shall submit monthly running Account Bills in triplicate for the work done in preceding month on the basis of actual quantity of coal received. The said bills shall be duly audited and passed by R.S.I.C. as per delegation of power. The payment for the bills shall be made through Account Payee cheque issued by R.S.I.C. within a reasonable time for the work actually done by the contractor as per the contract on presentation of Running Account Bills and verified RR by receiver and payments made thereof will be final. No amount of interest will be payable by the Corporation, in the case of delay or otherwise.

4.10 **DEDUCTION OF INCOME TAX , SERVICE TAX AND OTHER TAXES ETC.:**

Income Tax/ Service Tax and other applicable taxes at the prescribed rate shall be deducted at source from the monthly Running Account Bills of the contractor as per the Income Tax Act/Service Tax Act and Rules framed there under. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the contractor. Any other taxes duties imposed by Govt/Local authorities shall be born by the contractor.

4.11 **STATUTORY RULES AND REGULATIONS:**

The contractor must be registered under the Contract Labour Act or any other Labour Acts as may be applicable from time to time, the contractor shall follow all the provisions of Labour Laws and other Laws including the payment of wages Act, Minimum wages Act workman compensation Act and other local laws and rules framed, from time to time. Any amount payable to the employees of the contractor under any of the laws by the contractor, if demanded from the RSIC being a principal employer, the same shall be recovered from the Running Accounts Bills of the contractor/or any other dues. The Contractor shall maintain All registers and records as required under the various laws and regulations. The contractor shall make arrangements for the engagement of labours according to the provisions of Indian Labour Laws and the Acts and for the payment thereof. The contractor shall pay rates of wages and observe powers and conditions as defined in the Indian Labour Laws.

Upon receipt of the order, the contractor shall furnish the certificate of his having registered with the competent authority under the contract labour Acts and other Acts to the RSIC.

- 4.12 The contractor and his employees shall comply all the statutory rules and regulations and the provisions of the other Laws and regulations applicable.

4.13 TERMINATION OF CONTRACT:

The performance of the contractor shall be reviewed time to time. If it is found that the performance of the contractor is not to the satisfaction or not to the requirement of the RSIC, then the RSIC shall be entitled to terminated the contract by giving 14 days notice at the risk and cost of the contractor, or the Corporation may give any direction in that behalf and the same shall be allowed.

4.14 BREACH OF CONTRACT:

In the event of breach of contract the RSIC shall have the liberty to get the work executed by other agency or by the RSIC own resources for the remaining period of the contract at the cost and risk of the contractor. The RSIC shall give a notice of 14 days to the contractor in the event of breach of contract before resorting to any alternative arrangements. The extra cost so incurred in this regard shall be recoverable by the RSIC from the contractor's receivable guarantee etc. in this regard the decision of the Corporation shall be final.

4.15 DAMAGE TO THE PROPERTY:

The contractor shall be liable to pay damages to the property of RSIC, property of Railways or the property of coal companies or the property of any other contractor working in the SSI premises on account of negligence or defective working on the part of the contractor and his employees. Such amount towards damages shall be recovered from the Running Account Bills Security Deposit etc. of the contractor and the contractor shall be liable to pay such damages to the RSIC. Such recoveries or any other kind of recoveries could be made by legal course of action also, if needed.

4.16 DISCIPLINE:

The contractor shall ensure that he and his employees maintain proper disciplines and decorum at the all places, collieries end and with Railways so that coal company and RSIC while dealing and executing the contract there should not be any hindrance of the smooth running of the production at SSI.

4.17 SUBLETTING OF THE CONTRACT:

The contractor shall not sublet, transfer or assign this contract to third party without the prior written permission of the RSIC. If it is found that the contractor has sublet, transferred or assigned the contract, the same shall be terminated after giving due notice to the contractor.

4.18 EXECUTION OF AGREEMENT:

The contractor shall execute an agreement with the RSIC on a stamp paper of appropriate value in the prescribed form within ten days from the date of placement of the order.

4.19 DEDUCTIONS OF AMOUNT:

Any amount or amounts which becomes due and payable to the RSIC from the contractor shall be deducted from any amount or amounts becoming due and payable to the contractor under this or any other contract.

4.20 JURISDICTION:

All questions, disputes or difference arising under or out of or in connection with the contract shall be subject to the jurisdiction of Jaipur Court only.

4.21 CLOSURE OF CONTRACT:

All liabilities must be settled within six (6) months of final running account bill failing which no claim shall be entertained.

4.22. ARBITRATION:

If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the Chairman and Managing Director or his or her nominee Rajasthan Small Industries Corporation Ltd., Jaipur and whose decision will be final and binding on both the parties.

ANNEXURE 'A'To whom it may concern

Certified that M/s..... is a valued customer of our bank and enjoying cash credit facilities from the branch. As per our information they are financially very sound and can be treated good for any work for value Rs.

.....

This certificate is issued at the specific request of M/s. and without any risk and responsibility of the bank.

Signature of Banker with seal

ANNEXURE "B"**AFFIDAVIT**

I, I _____ S/o _____ aged _____
 permanent resident of _____
 _____ do hereby solemnly
 affirm and declare as follows:-

1. That I am a citizen of India by birth and permanent resident of the aforesaid locality.
2. That I am one of the Directors / partner/sole-proprietor of M/s having its registered office at and authorized to sign the tender and other related documents.
3. That the aforesaid company is dealing in supply of coal in various states of the country and have good reputation in the country.
4. That I do hereby declare that M/s is free from vigilance enquiries and not black listed by any National / State Corporation or Department.
5. That I do hereby declare that we shall open offices in the collieries linked for supplying coal to the RSIC.
6. That this affidavit is my declaration and will be used as a piece of documentary evidence before the concerned authority / authorities to prove that the aforesaid company is free from vigilance enquiries and not black listed by any National / State Corporation or Department.
7. That the statements made in this affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed herein.
8. The details and documents attached with the tender are correct.

And I sign this affidavit on the day of 2013, at

Deponent

Identified by me

To be attested by Notary Public

ANNEXURE "C"

BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

This deed of guarantee made this ----- the day of two thousand ten by ----- (name of nationalized bank) hereinafter referred to the Bank which shall unless repugnant to the context or the meaning there of includes its directors, legal representatives, successors and assigns and The Rajasthan Small Industries Corporation Limited, (hereinafter referred to as the RSIC) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

WHEREAS the RSIC has awarded a contract or handling and transportation of coal by road and rail for the purpose of supervising, liaisoning and handling work in respect of quality and quantity, materialization and shortage minimization, supervision, loading and movement of coal up to the SSI premises across Rajasthan from different collieries handling of coal etc. as per new coal distribution policy and as per terms and conditions of the tender documents for a period upto 31/3/2014 from _____ to _____

And whereas the liaisoning and handling agent has agreed to submit a Bank Guarantee (valid for 24 calendar months for the date of Bank Guarantee issued) to the RSIC Ltd. towards security for the due and faithfully execution of contract as per the terms and conditions of the agreement and Tender's document and whereas the bank and its duly constituted agent and officer has already understood the agreement, documents signed by the contractor -----

In consideration of the RSIC Ltd. having agreed to award the contract on the contractor we (the Bank) do hereby guarantee, undertake promise and agree with the RSIC Ltd., its Directors, legal representatives, successors and assigns that the within name ----- --- their Directors, legal representatives and assignees will faithfully perform and fulfill everything within the binding document and the agreement contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner herein provided do all obligations there under and we further undertake and guarantee to make payment to RSIC Ltd., a sum of Rs. 1.00 crore (Rupees one crore) only in cases the Handling and transportation Agent , their Directors legal representative and assignees do not faithfully perform and fulfill everything within the binding documents and all contract order, terms and conditions on their part to be performed or fulfilled, at the time and in the manner herein provided and do not willfully and promptly do all obligation there under.

In case the Handling and Transportation Agent fails to perform or fulfill the agreement and as per the terms and conditions of the tender documents agreed upon, the RSIC Ltd. Is entitled to demand and amount Rs. 1.00 crore (Rupees one crore) only from the contractor and demand made by the RSIC Ltd. Itself will be conclusive evidence and proof that the contractor has failed to perform or fulfill his obligations under agreement contractor and neither the Contractor nor the Bank shall be entitled to raise any dispute regarding the reason for the failure or performance of fulfillment on any ground whatsoever.

We the -----(name of nationalized bank) do hereby undertake to pay an amount of Rs. 1.00 crore (Rupees one crore) only being the amount, due and payable under this guarantee, without any demur, merely on a demand from the RSIC Ltd. stating that the amount claimed in due by way of non performance of the contractual obligations as aforesaid by the contractor/failure to perform the said contractual commitments any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, however our liability under this guarantee shall be restricted to an amount not exceeding Rs. 1.00 crore (Rupees one crore) only.

We the bank, further agree that the guarantee herein contained shall remain in full force upto _____ (24 calendar months from the date of issue of bank guarantee) from the date of Bank Guarantee or till the RSIC certifies that the terms and conditions of the said contract have been fully and properly carried out by the contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the RSIC Ltd. on or before ----- (within 24 calendar months from the date of issue of bank guarantee). We shall be discharged from all liabilities under this performance security hereinafter.

We, the bank, further agree with that the RSIC Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document and agreement contract or to extend the time of performance by the said contractor from time to time for any of the power exercisable by the RSIC against the contractor and to forbear or enforce any of the terms and conditions relating to the said binding document and the agreement contract and we shall be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act omission on the part of the RSIC to the said contractor by any such manner or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the RSIC may have or hereafter possess in respect of the works executed or intended to the executed and the RSIC shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the RSIC may be entitled to receive or have a claim upon and the RSIC at its absolute

discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The bank agree that the amount hereby guaranteed shall be due to payable to the RSIC on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give the full effect to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and to which bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____ (name of nationalized bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RSIC in writing and the guarantee shall be continuous and irrevocable guarantee upto a sum of rs. 1.00 crore (Rupees one crore). The bank guarantee shall be valid upto -----(24 calendar months from the date of issue of bank guarantee) unless a demand or claim in writing is made on us before -----(24 calender months) after it the guarantee will automatically cease the validity.

Our liability under this bank guarantee shall not exceed Rs. one crore (Rupees one crore).

This bank guarantee is issued for a period of 24 calendar months and this bank guarantee shall be valid up to-----

We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before-----

The guarantee is operative at our----- (name and address of the branch at Jaipur), branch at Jaipur.

Place: Jaipur

Date:

Signature
Seal
Code No.

(Signed & sealed by the tenderer
In token of acceptance of above)

The Rajasthan Small Industries
Corporation Limited, Jaipur

ANNEXURE “D”

TECHNICAL BID
Experience and other details of Bidder

01. Name of Bidder
02. Postal Address (For correspondence).....
- Tel. No.
- Fax No.
- Mobile No.
- e-mail

The bidder should furnish following details in full along with supporting documents

03. Please state details of EMD paid

DD/BANKER'S CHEQUE/PAY ORDER No.	Date/Amount	Name of Bank	Branch City/Town

04. Please state whether income tax is closed up to date (last year income Tax clearance certificate to be attached)
05. a) Solvency certificate in original of Rs. 1.00 crores is to be attached
- i) A copy of last three years Balance sheet and Annual Accounts duly certified by C.A.is to be attached showing net worth of Rs. 1.00 crores of the firm/tenderer/ Contractor.

- 06 Please confirm that you have experience Of Liaison with Railways and the Coal India Limited & its subsidiaries and of Supervision and monitoring of loading, Movement of coal by railways on Behalf of the known GOVERNMENT Companies like power generation Companies /Corporation for last five years and Have executed such work of liaisoning of FIFTY THOUSAND TONNES and more of coal continuously for preceding 5 years.

Please submit the relevant documents and give details in the below format:

S.No.	Name of work executed	Organization	Value of work	Quantity of coal	Quantity. of other commodities	Period of contract	Performance certificate enclosed

07. Whether you have got full fledged offices and sub-offices at all vital locations such as Head Quarters of Coal Companies like WCL/SECL/ Coal India. Ltd.
08. State whether you have got sufficient Man-power to carry out the works Furnish details of man-power Available & organization structure Chart.
09. State Whether RSICs all technical and Commercial terms and conditions are acceptable to you.
10. State whether you have got all Communication facilities for carrying Out such works. Give details of facilities available along with places.
11. State in what manner/method you will Like to achieve quality supply of coal As per declared grade.

12. Reference may be made to:

1.....

2.....

13. Any other information the Bidder may
desire to furnish

Note:

1. Please attach separate sheets, if required.
2. Please note that the offer of bidder will be liable for rejection, if the above information is not furnished in full and does not satisfy the minimum, experience criteria for such /similar work.
3. Attached copies of performance certificate, work order and other certificate/documents as required in the tender documents should be attached. The same will not be returned.

Annexure E: 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 F : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/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:
Place:

Signature of bidder
Name :
Designation:
Address:

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 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 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.

Doc1

- (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 Noof

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 H 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.

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.