



# **RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprise)

## **TENDER DOCUMENT**

**FOR**

### **IN-SITU FRP LINING OF BELT DRUM FILTER AT IBP, JHAMARKOTRA MINES, UDAIPUR**

**Tender No-RSMM/PHOS/IBP (Mech.)/17-18/3894 Dated 26.10.2017**

**Issued by  
General Manager (Mech.)-IBP,  
Jhamarkotra Mines, RSMML, Udaipur**

#### **Cost of Non Transferable**

**Tender Document(including tax) : Rs 590/-**

**Place of Sale of Tender : Office of SM(F&A), Marketing,  
Corporate Office, Udaipur  
or downloaded from website.**

**Date of Sale of Tender : From 31.10.2017 to 21.11.2017 up to 2:30 pm**

**Date of Receipt of Tender : From 31.10.2017 to 21.11.2017 up to 3:00 pm**

**Date of Opening of Techno-commercial Part: 21.11.2017 at 3:30 pm**

#### **Registered Office:**

C-89 Jan path Lal Kothi Scheme, Jaipur -302 015  
Phone:0141-2743734  
Fax : 0141-2743735

#### **Corporate Office:**

4, Meera Marg, Udaipur - 313 001  
Phone :(0294)2428743,2414396,  
Fax :0294- 2428768,2428739

#### **SBU & PC - Rock Phosphate,**

Jhamarkotra Rock Phosphate Mines, Post:  
Jhamarkotra - 313015, UDAIPUR  
Phone: 0294-2342441-45FAX: 0294-  
2342444



## RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise) SBU & PC Rockphosphate,  
Jhamarkotra, P.O.Jhamarkotra - 313 015, Via & Distt -  
Udaipur(Raj.)

Phone : (0294) 2348081-85, Fax( 0294) 2348084 Telegram: RAJMINES

Ref. no :-RSMM/PHOS/IBP(Mech.)/17-18/3894

Dated: 26.10.2017

### **DETAILED NOTICE INVITING TENDER**

Sealed tenders in two parts (Part-A: Techno commercial offer and Part-B: Price offer) are invited for following work at our Jhamarkotra Mines, Udaipur from reputed contractors:-

Brief Description	Estimated value of work (in Rs.)	Contract Period	EMD (in Rs.)
In-situ FRP Lining of Belt Drum Filter at IBP, Jhamarkotra Mines, Udaipur.	3.30 Lakh	60 days	6600.00
Cost of tender document is Rs.590/- (inclusive of GST, payable in cash/by D.D. in favour of "RSMM Ltd, Jhamarkotra Mines"			
Period & place of sale of documents: (In case downloaded from website, tender fee is essential to be deposited with the Techno - Commercial offer)	From 31.10.2017 to 21.11.2017 up to 2:30 pm, from SM(F&A),Marketing, Corporate Office, Udaipur or download from our website <a href="http://www.rsmm.com">www.rsmm.com</a> or <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>		
Last Date & Time of Submission of offer	Dated From 31.10.2017 to 21.11.2017 up to 3.00 pm at SM Marketing Department, Corporate Office, Udaipur		
Date of opening of Techno Commercial offer	Dated 21.11.2017 at 3:30 PM At SM Marketing Department, Corporate Office, Udaipur		

#### **The tenderers shall be pre-qualified on the basis of the following criteria:**

1. The tenderer should have minimum turnover of Rs.1.98 Lakh (Rs. One Lac Ninty Eight Thousand Only) in any one of the immediate preceding three financial years i.e 2014-15, 2015-16 and 2016-17 in tenderers name.

The price bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening. The Tenderer should submit duly attested copy of CA certified balance sheets in support of turn-over.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company / Society shall only be considered.

The tenderer, who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions shall not be eligible to participate in this tender.

The company reserves the right to accept or reject any or all offers without assigning any reason. Also the company does not bind itself to accept the lowest price offer. The Company shall not be responsible for any postal delay or loss of offer. Offers sent by Fax/Telex/E-Mail shall not be accepted.

**General Manager (IBP)**

Note: The tenderers are advised to keep visiting our website [www.rsmm.com](http://www.rsmm.com) or State Government website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) till due / extended due date of tender for corrigendum/ addendum, if any, to the tender.

# SECTION - I

## DEFINITIONS

In the following paragraphs of this tender document the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 “**RSMML**” or “**COMPANY**” shall mean “Rajasthan State Mines & Minerals Limited,” having its registered office at C - 89-90, Lal Kothi Scheme, Jaipur (Rajasthan) 302 015, and Corporate Office at 4, Meera Marg, Udaipur (Rajasthan) including its successors in office and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- 1.2 “**Contractor**” shall mean the person or persons, firm or company, whose tender has been accepted by the Company and shall include his/its/their legal representatives, administrators, successors and executors.
- 1.3 „**Statutory obligations(s)**“ would include the entire obligations which are to be complied with as per the provisions of various existing legislation’s applicable to mine/working areas.
- 1.4 “**Approved**” shall mean approved in writing by the Company/Engineer-In-Charge/Officer-in-Charge.
- 1.5 “**Appointing Authority**” wherever the expression is used shall mean the Managing Director of the Company.
- 1.6 “**Managing Director**” shall mean the Managing Director of Rajasthan State Mines and Minerals Limited.
- 1.7 “**Contract**” shall mean the agreement between the Company and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to contractor, general conditions of contract, special conditions of contract, job specification, general requirements, time schedule for completion of work, letter of intent /telegram /telex awarding the work, agreed variations, if any etc.
- 1.8 “**Contract Rate**” or “**Schedule Rate**” or “**Tendered Rates**” or “**Rate of remuneration**” means rate entered in figures and words in schedule/s by the Contractor and accepted by the Company as payable to the Contractor for execution /performance of all contractual obligations as per terms of the contract.
- 1.9 “**Engineer-in-Charge**” shall mean officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the Company.

- 1.10 “**Dy. General Manager (Mech.)**” shall mean the Dy. General Manager (Mech.) for IBP division of RSMML or his successors in office so designated by the company.
- 1.11 “**Group General Manager (Phos)**” shall mean the Group General Manager for Jhamarkotra Rock Phosphate Mine of RSMML or his successors in office so designated by the company.
- 1.12 “**Agent**” shall mean the officer so designated under Mines Act for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.13 “**Mines Manager**” shall mean the Mining Engineer so designated for Jhamarkotra Rock Phosphate Mines of Rajasthan State Mines and Minerals Limited.
- 1.14 “**Letter of acceptance**” (LOA)/ “**detailed letter of Acceptance**” (DLOA) shall mean intimation by a letter/telegram/telex/fax to contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram/telex/fax.
- 1.15 “**Notice in writing or written notice**” shall mean a notice written, typed or printed sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/local office of the addressee and shall be deemed to have been received in the ordinary course of post.
- 1.16 “**Site**” shall mean the land or other place on, under, in or through which the work/s are to be carried out and other land or place or area/s provided by the Company for the execution of the contract.
- 1.17 “**Tender**” shall means collectively the offer submitted in response to and in accordance with the NIT, subsequent discussions and negotiations held by the Tenderer with the Company and all communications submitted by the Tenderer in confirmation thereto.
- 1.18 “**IBP**” shall mean Industrial Beneficiation Plant situated at Jhamarkotra Mines.
- 1.19 “**Specifications**” shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the materials to be furnished /used required to be used/consumed and/or provided for executing work/s as may be amplified or modified by the Company or the Engineer-in-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest additions including all agenda or corrigenda or relevant rules, regulations regulation codes.

# SECTION - II

## Instructions to the Tenderer & General Conditions

### 1.0 SUBMISSION OF OFFERS

- 1.1 Tender offers are to be submitted in two parts namely "Techno-commercial offer"(Part I) and "Price offer"(Part II). Each of the two offers should be kept separately in sealed envelopes and marked with NIT numbers & work etc.
- 1.2 Both the envelopes should be kept in a sealed envelope addressed to Sr. Manager (F&A), Marketing CO, RSMML, Udaipur. This envelope should be marked with NIT number & work etc. Name of work, Techno-commercial bid/ price bid, address of contractor, EMD, telephone number etc is to be written on the top of each envelope for clarity.
- 1.3 The sealed offers should be submitted in the office of the Sr. Manager(F&A), Marketing, Corporate Office, RSMML, Udaipur on or before the date and time mentioned in the Notice Inviting Tender. The offers shall be opened on the date and time mentioned in the NIT in the presence of the tenderers or their representative who wish to be present. Tender offers received late will not be accepted.

### 2.0 TECHNO COMMERCIAL OFFER:-

Following documents to be furnished alongwith Part I of the offer

- 2.1 Form „A“ with General information about the tenderer.
- 2.2 Form „B“ with details.
- 2.3 Covering letter on the letter head of the tenderer with details of Earnest Money Deposit & enclosures.
- 2.4 One set of tender documents alongwith conditions of the contract with all the forms duly filled (except price offer form), and each page duly signed and stamped as token of acceptance of terms & conditions
- 2.5 PF Account No. in Form 'A' along with the copy of PF Registration with the PF Commissioner or undertaking as per annexure I.
- 2.6 Attested Copy of CA certified Balance Sheets and Profit & Loss Account in support of turnover ITR may also be considered.
- 2.7 A certificate that price bid is in the prescribed format and no conditions have been attached to it.
- 2.8 Power of Attorney in favour of the authorized representative signing the tender documents.
- 2.9 Attested certificate of incorporation/memorandum & article of association/partnership deed etc.
- 2.10 Copy of PAN & GST Identification No.
- 2.11 Tenderer should submit an undertaking on Non-Judicial Stamp Paper as per annexure-II of tender document.
- 2.12 Duly filled and signed Annexure IV of tender document.

### **3.0 PRICE OFFER**

The tenderers are required to furnish their ‘price bid’ in the prescribed “Price” format. The rates quoted by the tenderer shall be inclusive of all applicable taxes & duties except Goods & Service Tax (GST).

The tenderer should quote rates in English, both in figures as well as in words, the rates and amounts tendered by him in the schedule of rates for each item of work and in such a way that insertion and/or interpolation is not possible. Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of original sum quoted by the tenderer. The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

### **4.0 VALIDITY OF OFFERS**

The tender offers should remain valid and open for acceptance, for a period of **120** days from the date of opening of the tenders. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any. In case any tenderer does so, the Earnest Money Deposit of such tenderers shall be forfeited. In case of refusal to accept the job offered or failure to commence the work within the stipulated time period, the Earnest Money Deposit /Security Deposit, as the case may be, shall be forfeited.

### **5.0 EARNEST MONEY DEPOSIT**

- 5.1 Earnest Money Deposit as per NIT is to be furnished by Demand Draft / Pay Order / Banker’s Cheque in favour of "Rajasthan state mines and minerals ltd." and drawn on any nationalized/scheduled bank payable at Udaipur. This DD/ Pay Order should be enclosed and submitted with the Techno-Commercial offers. Offers without Earnest Money Deposit are liable to be rejected / ignored.
- 5.2 The Earnest Money Deposit shall not bear any interest.
- 5.3 The Earnest Money Deposit of the successful tenderer can also be appropriated towards security Deposit, if the contractor so desires. The Earnest Money Deposit of the disqualified tenderers, who have been disqualified in the techno-commercial evaluation, shall be refunded at the earliest. The Earnest Money Deposit of the other tenderers shall be refunded after issuance of LOA/DLOA to the successful tenderer.
- 5.4 Offers without Earnest Money Deposit shall be summarily rejected. The Company shall not accept Earnest Money Deposit in any other form like cheque, Bank Guarantee, FDR’s etc.

- 5.5 The Earnest Money Deposit shall be forfeited in the following cases :
- i.) If the tenderer withdraws or modifies the offer during the validity period of the offer.
  - ii.) If the tenderer does not deposit the prescribed security deposit in the prescribed time period.
  - iii.) If the tenderer does not execute the agreement in the prescribed format within the specified time.
  - iv.) If the tenderer provides false information/forged documents/false attestation of documents in the offer or thereafter to claim eligibility / qualify for the contract.
  - v.) If the tenderer does not commenced the work within the stipulate period and also not accept the offer made by the company or subsequent to acceptance of his/their offer by the company.

## 6.0 EVALUATION OF TECHNO-COMMERCIAL BID

- 6.1 The techno-commercial bids of the tenders meeting the pre-qualification Criteria as mentioned above will be evaluated from all aspects. RSMML Reserves the right to assess the capability and competency of the tenderers Based upon the information provided by the tenderers in the techno-Commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of RSMML as to which tenderers are Capable & competent to carry out the work shall be final. The tenderers should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- 6.2 Price Bid (part II) of the tender will be opened only of techno-commercially Successful tenders. Such short listed tenderers will be informed about the date And time of opening of the price bids.
- 6.3 If a bid is not substantially responsive, it may be rejected by the company at its sole discretion.

## 7.0 SECURITY DEPOSIT

- 7.1 The contractor shall furnish a Security Deposit of **10 % of total contract value** through Demand Draft/Bank Guarantee, in favour of RSMML, Udaipur within 15 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company from a Public Sector Bank (except SBI)/ICICI Bank/AXIS Bank/HDFC Bank having its branch at Udaipur on non judicial stamp paper of 0.25% of BG value or Rs. 200/-whichever is higher. The Bank Guarantee from SBI will not be accepted. No amendment in this format shall be acceptable to the company. The Bank Guarantee shall be valid for the entire contract and/or extended period, if any, plus a grace period of six months. The Company shall be entitled to en-cash the same and appropriate the whole of the amount or part thereof against its dues or sums payable as contained herein. 10% of bill amount should be deposited in the form of BG which will be valid for 18 months. No interest shall be payable on SD.
- 7.2 The entire Security Deposit shall be refunded after one year of the expiry of contract, provided the Contractor has fulfilled all contractual obligations and he has rendered "No claim and No Dues Certificate" to the Company.



- 7.3 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the Company.
- 7.4 In the event of security amount at any time during the currency of the contract falling short of the specified amount, due to enhancement of quantum of work, or due to any reason, the Contractor shall furnish additional security amount, so that the total amounts of Security Deposit will not be at any time less than the amount so specified. The Company may recover the same by way of additional deductions from the payment due to the contractor.

## **8.0 EVALUATION OF PRICE BID AND CRITERIA FOR DECIDING L-1:-**

- 8.1 The price bid of the techno-commercial acceptable tenders will be evaluated to ascertain the relative status with respect to overall contract values for the total tendered quantity.
- 8.2 Overall amount (contract value) payable for the total tendered quantity will be calculated on the basis of respective quantities & the respective quoted rates against the respective items in form D. The tenderer whose quoted rates are resulting into lowest financial outgo for the company will be considered as L-1 bidder.

## **9.0 NEGOTIATIONS:-**

- 9.1 Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 9.2 In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

## **10.0 AWARD OF THE CONTRACT:**

The Company shall communicate to the successful tenderer to accept their tender offer and thereafter the successful tenderer will have to execute an agreement on the prescribed format, which shall be consist tender document, DLOA /work order at contractor cost and expenses. The Performa shall be provided by the RSMML.

## **11.0 TAXES**

- (i) The contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes etc. applicable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance by all his subcontractor/ s, if any, with all applicable Central, State, and local laws and

regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agree at his cost defend Indemnify and hold company harmless and indemnified from all or any liability or penalty which may be imposed by the Central State or Local authorities, including Directorate General of Mine Safety etc or any other civil or criminal court, tribunals by reason of any violation by contractor or his sub contractor/s of such laws, regulations or requirements and also from all claims, suits, or proceedings that may be brought against the Company arising under or out of or by reasons whatsoever work provided for by his contract by third parties or by Central or State Govt. authorities or any administrative or quasi judicial tribunal.

- (ii) RSMML will reimburse at actual any tax / duties which are imposed/increased after the date of submission of offer & are directly applicable to this contract and payable by the contractor, and determined on the basis of bills raised by him upon the company, if applicable.
- (iii) The contractor shall be responsible for deposition of GST to the concerned authorities. However RSMML will reimburse the GST at actual directly applicable to this contract & paid by the contractor and determined on the basis of bills raised by him upon the company.  
The rates quoted by the bidder will be exclusive of Goods and Service Tax (GST), however the rates will be inclusive of any other levies and duties, as applicable on this contract (up to last date of submission of bids). The rates quoted shall be on firm price basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in rates on whatsoever ground.
- (iv) The company shall be fully entitled to deduct Income Tax and/or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time and submission of a declaration that no input credit and claim/otherwise adjustment is made for due taxes.

## **12.0 RIGHTS OF COMPANY**

The Company reserves the right -

- i) To accept or reject any or all the tenders, in part or in full, without assigning any reason, there to,
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv) Not to carry out any part of work.
- v) To reject the offer, if is established that the tenderer has submitted any wrong / misleading information or forged documents along with offer or thereafter.

The company may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RSMML's action.

### **13.0 RIGHT TO REVIEW PERFORMANCE.**

- 13.1 The company reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the company in its absolute rights and discretion may take appropriate action including termination of the contract & forfeiture of security deposit.
- 13.2 The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case, the contractor fails to perform the work continuously for more than 3 days and difference in such rates if any, shall be borne by the contractor.

### **14.0 TERMINATION OF THE CONTRACT**

- 14.1 In case of failure to perform the job as required under this tender or observe any of the terms and conditions by the contractor, the company shall give a notice to rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract and forfeiture of EMD/security deposit without any prejudice to the company's rights to claim damages/costs/loss etc caused by such default/breach. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.
- 14.2 The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- 14.3 Notwithstanding anything contained herein above, the company in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

### **15.0 LEGAL & STATUTORY OBLIGATIONS:**

- 15.1 The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.
- 15.2 The contractor shall maintain and provide records of all his employees including supervisors, at the site. These registers are duly maintained and updated so that the same is available for inspection by any statutory authority & the company.

- 15.3 The contractor shall keep the company indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the aforesaid acts, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise for or in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by persons including the employees of the company, which shall be recoverable from the running bills and/or security deposit of the contractor.

## **16.0 OTHER RESPONSIBILITIES OF CONTRACTOR**

- 16.1 The contractor shall be responsible for providing Shelter, Accommodation, Drinking Water, Medical aid etc. to his/their employees.
- 16.2 The contractor alone shall be responsible and liable for any accident and/or damage to employees or any third party at the siding during or due to negligence in course of performance of the job under this contract and consequent claims.
- 16.3 The contractor alone shall be responsible and liable for payment of costs, charges, fee etc. for discharge of all legal and statutory obligation
- 16.4 The contractor shall make its own arrangement at its own cost for consumable, tools & tackles for requirement of execution of work. RSMML shall provide water and electricity on free of cost.
- 16.5 Safety & discipline of the labour/ workers staff employed by him
- 16.6 The company shall not in any manner be responsible for any or part of the above litigations of the contractor, If any expenditure incurred by the company on the above items, that will be recovered from the contractors bills/security deposits.

## **17.0 COMPENSATION**

### **For Delay in commencement:**

In case the Contractor fails to commence the work with- in 15 days from the date of issuance of LOA/DLOA, the company shall recover a pre determined and agreed compensation @ 1% (One percent) of the total contract value on weekly basis from the contractor if the delay is on account of contractor. In the event the compensation exceeds 2% if total contract value, then other provision including termination of contract, forfeiture of EMD/SD, withdrawal of DLOA shall apply at sole discretion of company.

### **For Delay in completion:**

In case the Contractor fails to complete the total job within stipulated / extended period as given by the Engineer In-charge, and is established that the delay is on account of contractors lapses, the company shall recover a pre determined and agreed compensation

@ 1% (one percent) of total value of contract on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value. The Engineer In-charge shall however inform the contractor about the time required to execute the specific job in advance taking in to account site conditions etc. The compensation levied by company, if any, will also attract tax as per prevailing rate.

## **18.0 GURANTEE/DEFECT LIABILITY PERIOD**

Guarantee/warranty for the period of one year from the completion of work for any poor workmanship/material defect: if any defect occur during this period then the contractor shall be liable to carry out required repair/replacement/rectification as per the direction of Engineer-in-charge at his own cost.

## **19.0 RISK & COST**

The Company shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor.

## **20.0 APPEALS:**

Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly given the specific ground on which he feel aggrieved on the form no.1 (see rule 83) – Memorandum of Appeal under the Rajasthan Transparency in public procurement Act – 2012 with prescribed fees.

## **21.0 DISPUTE & JURISDICTION**

In case of any dispute, it shall be the endeavour of both the parties to resolve it through mutual discussions. No courts other than the courts located at Udaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

## **22.0 UNDERTAKING:**

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the tender document as token of acceptance of all terms& conditions of this tender.

For & behalf of the tenderer as token of acceptance of tender.

Signature of tenderer with name& address.

# **SECTION III**

## **SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT**

### **1.0 SCOPE OF WORK**

Scope of work for the In-situ FRP Lining for the complete belt drum filter no.1 (Size - Dia. 3660mmX6510 mm length.) at IBP Jhamarkotra Mines generally shall include the followings:

- (a.) Complete Dismantle and removal of existing FRP lining from belt drum filter.
- (b.) Providing and laying of 03 mm thick FRP lining on drum/shell of complete belt drum filter from inside, outside, side edges, end plate, inside shell nipple etc., including all preparatory cleaning work and surface preparation by manually/mechanical methods. FRP Lining of 03 MM thickness to be carried out on complete belt drum filter. All the work necessary for relevant work of the FRP lining.
- (c.) Approx. quantity of area of 03 mm thick FRP Lining =**185 Sq. M. ±10 %**.

### **2.0 PERIOD OF CONTRACT**

The contractor has to complete all the mentioned work as per tender provisions within **60 days** from the date of commencement as mentioned in Letter of acceptance (LOA) /detailed letter of acceptance (DLOA) or work order. (Daily working hour shall be 8:30 AM to 4:00 PM)

### **3.0 PRE –QUALIFYING CRITERIA:-**

1. The tenderer should have minimum turnover of Rs.1.98 Lakh (Rs. One Lac Ninty Eight Thousand Only) in any one of the immediate preceding three financial years i.e 2014-15, 2015-16 and 2016-17 in tenderers name in similar nature of work .

The Tenderer should submit duly attested copy of CA certified balance sheets for the years 2014-15, 2015-16 & 2016-17 in support of turn-over.

The tender shall be pre-qualified on the basis of documents furnished along with Techno-commercial bid in support of above. The decision of the company will be final and binding in this regard.

However, turnover has to be in the name of tenderer & turnover of individual/partners/Directors/Member of Society shall not be considered. It is to be noted that, in case of Company/ Society & turnover of the Company / Society shall only be considered.

The tenderer who have earlier been awarded contract by the company for any job and which they have abandoned or the contract has been terminated by the company for breach of conditions shall not be eligible to participate in this tender.

## **4.0 CONDITIONS OF CONTRACT**

### **4.1 Penalty**

If the work is not completed within the stipulated time a penalty @ 1% (One percent) per week or part thereof up to a maximum limit of 10% shall be imposed for extended period.

### **4.2 Completion Certificate**

Within ten days of the completion of the work, contractor shall give notice of such completion to the Engineer-in-charge and within ten/thirty days on the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with in certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and or (b) for which payment will be made at reduced rates shall be issued, 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, rubbish and all miscellaneous arrangements required for his their work.

### **4.3 Cleaning of premises included in completion**

Contractor shall have cleaned the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all miscellaneous arrangements required for his their work. Before taking such action, the Engineer-in-charge shall give two days notice in writing to the contractor.

### **4.4 Payment of Bill**

A bill shall be submitted by the contractor to Engineer-in charge after completion of work under the contract and payment shall be on actual work done basis as per verified measurement. 100 % payment shall be released within 30 days after receipt of bill and required SD in the form of DD/Bank/Bank guarantee. The bill raised should show GST separately in case of registered party. For payment purposes the contractor shall raise the bill in triplicate along with detail of Bank (A/C No: IFSC code etc.) and submit the photocopy of the PAN Card. The Company shall deduct Income Tax and other statutory taxes as applicable at source at prevailing rate from the bills of the contractor.

### **4.5 Rectification of Defect**

If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskillful 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, or otherwise not in accordance with contract, the contractor shall demand in writing which shall be made within six months of the completion of work from the Engineer-in-charge specifying the work, materials or articles complained on paid, for, forthwith rectify or remove and reconstruct the work so specified in whole in para, as the case may require or as the case may be remove that materials or articles so specified and provided other proper and suitable materials or article at

his own charges and cost, and in the event of his failing to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

#### **4.6 Inspection & Supervision**

All the work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and contractor shall at all times during the usual working hours and at all other times at which reasonable limitations of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself present to receive order and instructions or have a responsible agent duly accredited in writing present for that 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.

#### **4.7 Quoted Rates to be all inclusive**

The contractor shall supply at his cost all materials, tools appliances, implements, ladders, tools and tackle, scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract.

#### **4.8 Subletting of Contract**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt to do so or becomes insolvent or commences any insolvency proceedings or make any composition with the creditors or attempts to do so or any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise shall either directly indirectly be given, promised or offered by (he contractor or any of his servants or agents to any employee of the Company 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 Engineer-in-Charge 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 the company and the same consequences shall endure as if the contract had been rescinded under the relevant clause and in addition the contractor shall not be entitled to recover or being paid for any work therefore actually performed under the contract.

#### **4.9 Lump sum Work.**

When the contract includes lump sum in respect of the parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under the contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may in his discretion pay the lump sum amount entered in the contract and the certificates in writing of the Engineer-in-charge shall be final and conclusive against the contract with regard to any sum or sums payable to him under the provisions of the clause.



#### **4.10 Works for which specification not mentioned**

In the case of any class of work for which there is no such specification as is mentioned in price offer, such work shall be carried out in accordance with the detailed specifications and in the event of there being no specifications work will be carried out in all respects and also in accordance with the instructions and requirements of the Engineer-in-charge.

#### **4.11 Recovery of claim against the contractor**

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract the company shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum/recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the company. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Company, on demand the balance remaining.

#### **4.12 Technical Examination & Audit**

The Company shall have right to close an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment to the final bill and if as a result of such Audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall law full for the company to recover the same from him in the manner prescribed elsewhere in the tender or in any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Company to the Contractor.

Signature of the tenderer

# TECHNO-COMMERCIAL OFFER

## RAJASTHAN STATE MINES AND MINERALS LTD.

(A Government of Rajasthan Enterprise)

Jhamarkotra Mines

### General Information about the Tenderer

Name and address of Tenderer			
Name of Contact Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Partners/Directors			
Turnover (in Rupees)	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>
Name & Address s of Banker(s)			
PAN No,			
Service Tax Registration No. /GST Identification No.			
PF Account number			
If tenderer is in any other business also Please specify			
Status of registration under MSMED (Micro, Small And Medium Enterprises Development Act, 2006)Act along with copy of certificate			
Bank details for RTGS  1. Complete Bank Account No. 2. IFSC/NEFT code of Branch 3. Name of Bank & Branch			
GST Identification No.(if applicable)			
Others (specify)			

(Signature of Tenderer with seal)

**PART – I (Technical Bid)**

Name of work :

NIT No.: RSMM/PHOS/IBP(Mech.)/17-18/3894

Dated: 26.10.2017

**Pre- qualifying criteria –(Turnover :)**

Year	Turnover (Attested copy of CA certified Balance Sheets of last three financial years & other appropriate proof i.e. Form -16 are enclosed.)
2014-15	
2015-16	
2016-17	

Signature of tenderer with address.

# DECLARATION

*(On the letter head of the tenderer firm)*

**Tender No. :- RSMM/PHOS/IBP(Mech.)/17-18/3894**

**Dated: 26.10.2017**

## EXCEPTIONS AND DEVIATIONS

Tenderers may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of Tender documents	Subject	Deviation

**Signature with name & seal**

Date

Place

# PRICE OFFER - (PART-II)

(To be enclosed in separate sealed envelope)

FORM "D"

(On the letter head of the tenderer)

**RAJASTHAN STATE MINES & MINERALS LIMITED**

(A Government of Rajasthan Enterprises)

TenderNo.- **RSM/PHOS/IBP(Mech.)/17-18/3894**

**Dated: 26.10.2017**

**In-situ FRP Lining of Belt Drum filters at IBP Jhamarkotra Rock Phosphate Mines, Udaipur (Rajasthan).**

Sr. No.	Description	Qty. (Sq. M) (a.)	Rate (Rs.) [per Sq. M of 03 MM thick FRP lining] (b.)	Total (Rs.) C= (a x b)
1	<b><u>Complete FRP Lining of BDF No. 01.</u></b>  Providing and lying of 03 mm thick FRP lining for complete belt drum filter (size of BDF- Dia. 3660mm X 6510mm Length) including all labour, material, scaffolding, tools and tackles etc. for complete FRP work.	<b>185 Sq. M</b>		

**Note:-**

- (i) The rates should be inclusive of all taxes, duties except GST.
- (ii) FRP lining works are carried out 03mm thickness.
- (iii) The parties are required to quote basic rate i.e. 03mm thickness per sq.m.
- (iv) Price shall remain firm and fixed during the period of contract.

Name & Signature of tenderer

Address & Phone

# CHECK LIST

The tender is to be submitted in two parts i.e. Part “A” Techno commercial bid & Part “B” Price Bid. Both the envelopes shall be separately sealed & marked. Further both the sealed envelopes shall be sealed & submitted in a separate envelope on or before the due date of opening.

**The tenders (respective parts) should contain the following:**

## **Part “A” Techno commercial bid**

1. The declaration as per Form „C” on the official letter head of the tenderer / firm.
2. The requisite earnest money in form of Demand Draft.
3. One set of tender documents alongwith conditions of the contract with all the forms duly filled (*except price offer form*), and each page duly signed and stamped as token of acceptance of terms & conditions
4. All the requisite information as per Form A & Form B. Additional sheets can be attached but the format should remain the same.
5. Attested Copy of CA certified Balance Sheets and Profit & Loss Account in support of turnover.
6. Complete set of documents as per clause 2.0 of section II.

## **Part “B” Price Bid**

1. Price Bid duly signed on each page & all the columns filled up in figures as well as words.

## **General**

Both the bids shall be appropriately marked & sealed in independent envelopes. The two envelopes will be further sealed in another envelope and the same will be deposited on or before the due date & time at the following address:

Sr..Manager (F&A)  
Marketing, Corporate Office  
Rajasthan State Mines & Minerals Limited  
4,Meera Marg Udaipur,  
Rajasthan

**AFFADAVIT**

(on non judicial stamp paper worth Rs 10/- )

I .....S/o Shri ..... aged.....Years ,  
resident of .....on behalf of the  
tenderer i.e. M/s .....hereby undertake oath  
and state as under:

- 1) That I have submitted a tender for .....
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent  
(Authorized Signatory)

**VERIFICATION**

I /We the above deponent make oath and state that my above statement is true and correct to my persona; knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent  
(Authorized Signatory)

**AFFADAVIT**

(on non judicial stamp paper worth Rs10/- )

Tender

No.....

Name of

Tenderer.....

I.....S/o

Shri.....aged.....Years, resident

of.....on behalf of the

tenderer i.e. M/s.....hereby undertake

oath and state as under:

- 1) I/we are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- 2) I/we have not been banned/suspended/de-listed by RSMML.
- 3) I/we declare that I/we have not mentioned any exception/deviation of the tender conditions in our offer.
- 4) I/we declare that price bid is in prescribed Performa & no conditions are attached to it. Even if any condition/s found, those would be ignored at the risk & cost of us.
- 5) That we are registered under MSMED Act & registration number of the firm is.....(Copy enclosed) or that we are not registered under MSMED Act.
- 6) I hereby declare that the GST component on this work if awarded to me will be.....% on .....% of work value as per applicable rules of GST.
- 7) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms & conditions of this tender and these are acceptable to we/us.
- 8) I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms & conditions mentioned therein are acceptable to we/us.

Signature of Tenderer(s)

With Seal

Date:-----

Place:-----



**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 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
  - 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.

**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 of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Name:

Place

Designation:

Address:

The designation and address of the First Appellate Authority is –

Principal Secretary to the Government of Rajasthan,  
Department of Mines & Petroleum, Secretariat,  
Jaipur

The designation and address of the Second Appellate Authority is-

Principal Secretary to the Government of Rajasthan,  
Department of Finance,  
Secretariat, Jaipur

**(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 there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in 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 endeavor to dispose it of within thirty days from the date of 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 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 procumbent;
- (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.
- (c) Every appeal may be presented to First Appellate Authority or Second appellate authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

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

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

Appeal No..... of.....  
Before the.....(first/second Appellate Authority)

1. Particular 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 (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

5. Number of affidavits and documents enclosed with the appeal:

6. ground of appeal  
.....  
.....(Supported by an affidavit)

7. Prayer:.....  
.....

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

Appellant's Signature

## **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 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.