Rajasthan Rajya Vidyut Prasaran Nigam Ltd.
(AN ISO 9001:2008 CERTIFIED COMPANY)

OFFICE OF
SUPERINTENDING ENGINEER (T&C-JP City)
RVPN, HEERAPURA, JAIPUR-302021

BID DOCUMENT


BID SPECIFICATION NO. RVPN/SE/T&C/Jaipur City/TN-24/
UBN.................2018-19/ Vehicle-AEn(Tr-Workshop)/Jp

Hiring of vehicles Bolero/Jeep from experienced bidders/Transporters/ vehicle owners for providing services of inspection vehicle w.e.f. 20.08.2018 to 31.03.2019 for the Fy.2018-19 for o/o the Assistant Engineer(Tr-Workshop) RVPN Heerapura Jaipur against TN-24/UBN.................

Estimated Cost : 172600/-

Date of Submission : 16.08.2018 upto 2.30 PM.

Date of Opening :16.08.2018 at 3 PM

Issue of Bid Doc. Dated

Issued to M/s

Superintending Engineer (T&C-Jaipur City)
RVPN, Heerapura

Signature of bidder with seal
SECTION - I
INSTRUCTIONS TO BIDDERS

1.01 INTRODUCTION:

The bidder, in his own interest, is requested to read very carefully these instructions and the terms and conditions as incorporated here in the tender specification before filling the bid form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall, before submitting the bid, refer the same to this office in writing before the specified date of opening of the bid so that such doubts may be clarified. Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated / commented by him in his bid.

1.02 FILLING OF BIDS:

a) The bids shall be submitted in sealed envelope and all blanks in the bid and the schedule to the specification shall be duly filled in. The completed forms and schedule(s) shall be considered as part of the contract documents in the case of successful bidder (s).

b) No alteration should be made to the form of the bid specification and schedules. The bidder must comply entirely with specification. Alternative proposals, if any, shall be clearly stated in the covering letter and shall accompany each copy of the bid.

c) The bid and all accompanying documents shall be in Hindi / English Language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.

d) Bid should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered.

e) All additions, alterations, and over writings in the bid must be clearly initialed by the Signatory to the bid.

f) The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rates / prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over writings, cuttings or corrections and any other marking which leave any room for doubt.

g) The NIGAM will not be responsible to accept any cost involved in the preparation or submission of bids.
h) Bids and accompanying documents / correspondence shall be addressed to Superintending Engineer (T&C-City), RVPN, Jaipur at the address given above.

i) The bidder should sign the bid form at each page at the end.

j) Telegraphic quotation or quotations sent by fax or email will not be considered.

1.03 GENERAL INSTRUCTION :-

1. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date. Telegraphic Bid shall not be accepted under any circumstances

2. (i) The bidder will have to deposit prescribed cost of bid specification and Bid security by DD/cash payable in favour of Accounts Officer (T&C-Jaipur City), RVPN Ltd., Jaipur up to stipulated date & time in the office of the A.O (T&C Jaipur City), RRVPN, Heerapura, Jaipur-302021 and obtain a receipt thereof. Any bid not accompanied by a copy of receipt/acknowledgement for cost of Bid Specification and bid security shall be rejected.

3. Bid security is to be furnished also by the Vendors registered with the NIGAM.

4. Bid should be filled in only with ink and must be submitted with seal and signed on each and every page of bid documents.

5. The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection.

6. Offers of bids without, Appendix, Annexure and without relevant documents as per specification shall not be considered.

7. Any cutting / over writing in the figures of bid documents should also be clarified / indicated in words duly signed.

8. Sealed bid complete with all details is to be submitted to office of The Superintending Engineer (T&C Jaipur City), RVPN, Heerapura, Jaipur, up to stipulated date and time.

9. The bid must be sealed in one big envelope and superscripted with “Hiring of vehicles-Bolero/Jeep from experienced bidders/Transporters/ vehicle owners for providing services of inspection vehicle without POL with driver w.e.f. 20.08.18 to 31.03.19 for the FY.2018-19 for o/o the Assistant Engineer(Tr-workshop) RVPNL, Jaipur against TN-24/UBN-………………..2018-19 TO BE OPENED ON ……………………”. The bidder’s Name and address shall also be indicated on this envelope.

10. NIGAM reserve the rights to reject the lowest or any other Bid or all Bids without assigning any reason thereof.

11. The bidders are required to furnish the clarification/confirmation/ documents sought subsequent to opening of bid within specified time failing which, the case shall be finalized/decided on the basis of available information. The responsibility of being ignored on account of delay in furnishing of desired information/documents shall be of the bidder.

12. Nigam shall evaluate the bid in detail and compare the substantially responsive bids. A substantially responsive bid is one, which confirms to all the terms and conditions of bid document as per specification without material deviation and the comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in Schedule-I of the bid document. However Nigam have right to assess the service
provider's capabilities in the overall interest of Nigam. Nigam's decision in this regard will be final and binding.

13. In compliance to Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 the following annexure are enclosed herewith

Annexure A: Compliance with the code of integrity and No conflict of interest.
Annexure B: Declaration by Bidder regarding Qualifications.
Annexure C: Grievance Redressal during procurement process.
Annexure D: Additional conditions of contract.

This specification includes Section-I (Terms and conditions), Schedule-I, Appendix (Annexure A, B, C &D)

1.04 QUALIFYING REQUIREMENT:
The bidder who own one or more vehicle with all prescribed documents can participate in the bidding process. Following documents will be enclosed with the bid offer.

1. Registration certificate of the vehicle.
2. Insurance policy of the vehicle.
3. Pollution under control certificate (in case of vehicles older than six months).
4. Taxi Permit issued by RTO.
5. Receipt of Tax deposited with RTO/DTO.
6. Valid driving license for driving commercial vehicle.
7. Vehicles of not older than Year 2012 (not more than 6 year old) or less in our fleet of operation as on date issue of this order OR' vehicle with registration upto year 2010, if found fit by concerned officer.
8. PAN CARD

1.05 DOCUMENTS TO BE ENCLOSED WITH THE BID:
The bid shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated on the top of envelope cover of the bid. The bid not accompanied by any or all of the following schedules / documents or accompanied by incomplete schedules is liable for rejection.

1. Registration certificate of the vehicle.
2. Insurance policy of the vehicle.
3. Pollution under control certificate (in case of vehicles older than six months).
4. Taxi Permit issued by RTO.
5. Receipt of Tax deposited with RTO/DTO.
6. Valid driving license for driving commercial vehicle.
8. PAN Card.

1.06 PREPARATION & SUBMISSION OF BIDS: RECEIPT AND OPENING OF BIDS:
The complete set of bid documents and copy of all the documents mentioned in clause No. 1.05 duly signed on each page shall be placed in envelope which will be superscripted “Bid for hiring of vehicle against TN-24”. This envelope duly sealed/gum pasted will be delivered in the office of Superintending Engineer (T&C-JPR City), Heerapura, Jaipur up to the time limit specified in the Notice inviting bids.

1.07 VALIDITY OF OFFERS: Bid offer shall be valid for a minimum period of 120 days after the date of opening of Bid. Bids mentioning a shorter validity period than specified are likely to be rejected / ignored.

1.08 PRICES:
   a) Bidder must quote their complete & firm rate for the entire scope of work given in the bidding documents. The quoted prices will be complete & firm inclusive of all type of taxes & duties subject to no variation till completion of the contract except service tax which will be paid extra, if applicable.

1.09 COMPLETION PERIOD.
   a) The completion period of proposed hiring contract will be one year w.e.f. 01.09.2018 to 31.03.2019 (7 months) or may be extended on the satisfactory performance by the SE(T&C-JPR City) RVPN Jaipur. However, the contract period will be counted / applicable as per order to be placed after finalization of the bid process. Depending upon the performance of the contractor, and if deemed necessary by the Nigam, the contract may be mutually extended up to a further period of one year on same rate & terms and conditions of the contract. In case the service / work not found satisfactory, contract may be cancelled at any stage after serving a 15 days’ notice to the contractor.

1.10 AMENDMENT IN SPECIFICATIONS:
The Superintending Engineer (T&C-JPR City), RVPN, Jaipur may revise or amend the specification and timings prior to the date notified for opening of the Bids. Such revision or amendment, if any will be communicated to all the Bidders through corrigendum(s) on http://sppp.rajasthan.gov.in & www.rvpn.co.in as amendment or addenda to this invitation of the Bid. The amendment (if any) will be notified on web for all prospective Bidders who have received the Bid documents and it shall be binding on them. Bidders are required to immediately download any such amendment. It will be assumed that the information contained therein has been taken into account by the Bidder in its Bid.

In order to provide prospective Bidders reasonable time to take the amendment into account, in preparing their Bid, the Nigam may, at its discretion, extend the deadline for the submission of Bids, in which case, the Nigam will notify all Bidders on web of the extended deadline, for submission of Bids.

1.11 GENERAL:
   (a) The cost of specification once deposited will not be refunded under any circumstances.

   (b) The contractor shall treat the details of the specification and other Bid documents as private and confidential and they shall not be reproduced without the written authorization of the NIGAM.
(c) The NIGAM does not bind himself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof.

(d) The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder be notified during the period of validity of Bid that his Bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the NIGAM, until formal contract of the same bid has been executed between him and the NIGAM, in replacement of such agreement.

(e) The successful Bidder shall have to execute the contract documents/agreement for the proper fulfillment of the contract. This shall be done by him and the NIGAM shall furnish such an executed stamped agreement free of charge. If the contractor fails to execute the contract agreement within 15 days of receipt of the work order, order may be cancelled and Bid security will be forfeited. RVPN may also debar such defaulter contractor from participation in future tenders in RVPN.

1.12 Any action on the part of the Bidder to revise the rates/price at his own interest after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bids to the NIGAM at least for one year.

1.13 NEGOTIATIONS:
(1) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

(2) Negotiations shall, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances:
(a) when ring prices have been quoted by the bidders for the subject matter of procurement; or
(b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.

(3) The bid evaluation committee shall have full powers to undertake negotiations.

(4) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

(5) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

(6) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

1.14 TRANSPARENCY IN PUBLIC PROCUREMENT:

The Government of Rajasthan has enacted the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 w.e.f. 26.01.2013. This procurement process is abided by the processes and procedures of the aforesaid Act & Rule. In case the any clause(s), term(s) & condition(s) in this bidder document differ in its interpretation and context from it the later (i.e. GOR Act and Rule as mentioned above) shall prevail.
SCHEDULE OF PRICE
Against TN-24/UBN

To,
The Superintending Engineer (T&C-JPR City)
RVPN, Jaipur.

Subject:- Offer for providing services of vehicle (BOLERO-JEEP) on hire with driver but without POL for the period w.e.f. 20.08.2018 to 31.03.2019 against TN-24/UBN for o/o the Assistant Engineer (Tr-Workshop) RVPN, Heerapura Jaipur.

We are pleased to quote our rates herein for providing services of inspection vehicle as per terms & conditions mentioned in the tender specification TN-24/UBN.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Qty. of vehicle.</th>
<th>No. of days to be hired.</th>
<th>Rate per day (24 Hrs) Rs</th>
<th>Total Amount in Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing vehicle (Bolero Jeep) with Driver without POL for 24 Hrs 24x7 basis) from 20-08-2018 to 31-03-2019 = 212 days (7 months) in the office of: Assistant Engineer (Tr-Workshop), RVPN, Heerapura Jaipur</td>
<td>1 No.</td>
<td>212 days (7 months)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

Total amount quoted in words: ____________________________

1. All the terms & conditions of the bidding documents attached herewith are accepted.
2. The contract period may vary and shall be final as per order to be placed.

Date:-
Place:-

[Signature]
Superintending Engineer (T&C-JPR City)
RVPN, Jaipur

Authorized Signatory/ Contractor
With name & Address
Section II

Statement of Vehicles owned /on lease by the Bidder

Bidder's Name: _________________________

Company's Name: _________________________

For o/o The Assistant Engineer (Tr-Workshop) RVPN R, Heerapura Jaipur.

Details of "OWNED/on LEASE" Vehicles of not older than Year 2012 (not more than 6 year old) or less in our fleet of operation as on date:

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Registration Number</th>
<th>Model (Year)</th>
<th>Date of Registration</th>
<th>Vehicle Owner's / Name</th>
<th>Vehicle Type (Please specify)</th>
<th>Validity Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>Permit</td>
</tr>
</tbody>
</table>

Note: Use additional sheets if required.

Declaration:

The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.

Date Bidder's Signature Office Seal
APPENDIX

i) Annexure -A: Compliance with The Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –
(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/shareholders in common; or
b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidders 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 procurement Entity as engineer-in-charge/consultant for the contract.
ii) Annexure –B: 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 the 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 procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: Signature of bidder

Place Name:

Designation:

Address:

iii) Annexure –C: Grievance Redressal during Procurement process

The designation and addresses of the First Appellate Authority is ____________________________
The designation and addresses of the Second Appellate Authority is ____________

(1) **Filling 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:

Provide 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 filled under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose of it 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 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 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 of filing Appeal**
(a) Fee of 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 the 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

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

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

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

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (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 propose 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

iv) Annexure –D: Additional Conditions of Contract
1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent of the quantity specified in the Biding 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.