



RAJASTHAN STATE MINES & MINERALS LIMITED

(A Government of Rajasthan Enterprise)

Registered Office:

C89-90, Lal Kothi Scheme, Janpath
Jaipur (Rajasthan)India
Ph.:+91-1410-2743734. 2743934
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CIN No.: U14109RJ1949SGC000505

Corporate Office:

4, Meera Marg,
Udaipur – 313 001
Ph.: -91-294-2428763-67
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e-mail: ngupta@rsmm.com,

website: www.rsmm.com

TENDER SCHEDULE

TO

NIT NO. RSMM/CO/MM/NIT-19/2014-15

DATED: 13.12.2014

**“FOR SUPPLY OF GENUINE SPARE PARTS FOR
MBE MAKE VASA /SPVC PUMPS”**

LAST DATE OF SUBMISSION OF TENDER : ON 06.01.2015 UP TO 6.00 PM

DUE DATE OF OPEINING

: ON 07.01.2015 AT 3.30 PM

COST OF NON- TRANSFERABLE TENDER DOCUMENTS RS.1140/-

(INCLUSIVE OF RVAT)

(TENDER DOCUMENT IS NON TRANSFERABLE)



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website: www.rsmm.com

NIT No. RSMM/CO/MM/NIT-19/14-15

Dated 13.12.2014

DETAILED NOTICE INVITING TENDER

Sealed tenders in two parts (i.e. Part-I: Techno-Commercial part and Part-II: Price Part) are invited from manufacturer/ authorised dealer/ Bonafide dealer for entering into Rate Contract for a period of one year for the supply of following to our Jhamarkotra Mines, Udaipur (Raj.):

Description	BID SECURITY (Rs.)	Due date of opening
Genuine Spares parts for Different Models of MBE make VASA / SPVC Pump	40,000/-	07.01.2015 at 3.30 pm

RSMML will short list the tenderer for price bid opening on the basis of past track record of tenderer to supply the subject matter of the tender during last three years and on the documents furnished by tenderer along-with Part -I of the offer and/or the information gathered by the RSMML about the tenderer. The price bid of only short listed tenderer(s) will be opened on a later date, which will be informed to such tenderer(s) only. The decision of the Company shall be final and binding in this regard.

The tenderer who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period.

The tender document (non -transferable) can be obtained from the office of FA,CO on the above address up to 06.01.2015 up to 4.00 p.m. on payment of non-refundable tender fee (including VAT) of Rs.1140/- (Rupees One thousand one hundred Forty only) by cash/Demand Draft /Pay -order in favor of RSMML payable at Udaipur. Alternatively interested tenderer(s) may directly down load the tender

document from our website www.rsmm.com and furnish their offer along- with the tender document fee in a separate sealed envelope as describe as clause no. 2.1 of sec-I, failing which their offer will not be considered.

The tender shall be received by the Office of GM (MM) on or **before 06.01.2015 up to 6.00 p.m.** and the part I (techno-commercial bid) of tender will be **opened on 07.01.2015 at 3.30 p.m.** in the presence of representative of participant tenderer(s), who may like to attend the opening. The interest free prescribed Bid Security of Rs. 40,000/- (Rs. Forty Thousand Only) shall be payable by Demand Draft / Pay order in favor of RSMML payable at Udaipur alongwith part-I of tender, without which no offer will be considered . The envelope containing Bid Security along with tender document fee should be submitted in the manner at clause no. 2 of sec-I, failing which their offer will not be considered. RSMML is not responsible for postal delay or misplacement of offers. Offers through fax /e-mail/telegram are not acceptable. RSMML reserves the right to reject any or all the offers, to cancel the tender, postpone it for another day, to change the venue of receipt/opening of tender, to increase/decrease the quantity at any time, to divide the quantity / to enter into RC with more than one tenderer/ to enter into parallel rate contract, without assigning any reason(s) at its sole discretion. No claim whatsoever on these will be entertained or be admissible.

General Manager (MM)

Note: Tenderer(s) is advised to keep visiting our website till due date/extended due date of opening of tender for corrigendum/addendum, if any, to the tender.

NIT No. RSMM/CO/MM/VASA PUMP SPARES/NIT - 19/2014-15

DATED 13.12.2014

**FOR ENTERING INTO RC for the supply of Genuine spare parts for MBE make
VASA / SPVC Pumps**

The tender document consists of following:

Section – I	Instructions for preparation & submission of tender
Section - II	Special conditions of contract (SCC)
Annexure-I	Specifications of Spares of VASA/ SPVC Pump
Annexure – II	General Information about the tenderer
Annexure – III	Exception & Deviations
Annexure – IV	Declaration for Registration under MSMED Act 2006
Annexure-V	Undertaking towards acceptance of all terms & conditions of tender and no conditions is mentioned in the price bid
Annexure - VI	Details of taxes & duties offered in the price bid
Annexure – VII	Details of Past Experience
Annexure - VIII	Bank Guarantee Format
Annexure - IX	Declaration by Tenderer
Annexure - X	Price Bid (Part – II)
Annexure- A	Compliance with the Code of Integrity and No Conflict of Interest.
Annexure-B	Declaration by the Bidder regarding Qualifications.
Annexure- C	Grievance Redressal during Procurement Process and Form No. 1.
Annexure- D	Additional Conditions of Contract.

**SECTION – I: INSTRUCTION FOR PREPARATION & SUBMISSION OF
TENDER**

- 1.0 One copy of tender documents is sent herewith, which should be sealed & signed as a token of acceptance of its terms and conditions and returned intact, (no page should be detached).
- 2.0 Tender must be submitted in two parts i.e. Techno - Commercial (Part – I) and Price Bid (Part – II). The tender should be packed in four sealed envelopes as elaborated below. Each Envelop should be super scribed tender no. as mentioned above.

- i) **Sealed Envelop No. 1:-** This envelop should contain DD/PO towards requisite Bid Security (EMD) as per provisions mentioned in the tender document. The envelop should be super scribed Bid Security (EMD) towards tender No. (as mentioned above).
- ii)) **Sealed Envelop No. 2 :** This envelop should contain Part –I: Techno-Commercial BID alongwith all supporting documents (except the Bid Security & Price Bid) as asked in the tender document. This sealed envelope should be super scribed Part – I of tender No (as mentioned above).

The tenderer / bidder should give a declaration with Part – 1 of the offer that they have not been banned/suspended or de-listed by RSMML. If this declaration is not given, the bid will be treated as non responsive.

- iii) **Sealed Envelop No. 3** i.e. Part-II (PRICE BID) : This envelop should contain only Price Part as per provisions mentioned in the tender. The sealed envelope should be super scribed PART – II (Price Part) of Tender No. (as mentioned above). No condition should be stipulated in this part, if any, shall be ignored.
- iv) **Sealed Envelop No. 4:** The above three sealed envelopes should be packed in another sufficiently large envelop to enable it to be opened without tearing the inner sealed envelopes. The outer cover should bear address of the authority who has invited tender and super-scribed there on Tender No (as mentioned above) and the details of above mentioned three envelops.

In case above mentioned pattern for submitting tender document is not followed by the tenderer, there offer will be liable to be ignored.

3.0 DELIVERY OF TENDER:

- i) The submission and delivery of tenders within the specified date and time will be the sole responsibility of the Tenderer. In case the last date of submission / opening of tender happen to be a holiday, then tenders shall be submitted/ opened on the next day upto/ at prescribed time.
- ii) **Late Tender:** The tender received after specified due date & time of submission of tender will be treated as late tender and will not be considered at all.
- iii) RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

4.0 RSMML will not be responsible for delay in delivery of the tenders through post/speed post/courier/personal or any other means.

5.0 Tenderer should quote as far as possible in the form & pattern, as envisaged herein. It will help in making proper comparison & avoid any errors/emissions. Offers through Fax/e-mail will not be considered at all.

- 6.0** Printed conditions on the back of letters originating from Tenderer will be ignored.
- 7.0** **EXCEPTIONS & DEVIATION:** Tenderer is advised to submit their offer based on terms, conditions and specifications contained in the tender document and not to stipulate any deviations. In case it is absolutely unavoidable to deviate from tender conditions & if a tenderer desires to propose any addition/deviation /alterations to any of the terms and conditions contained in the tender document, the same must be expressed clearly in Annexure-III and should be furnished along with part-I of the offer, without making any corrections on the body of the tender document at their risk. In the absence of same it, it will be deemed as unqualified acceptance by the Tenderer to all the terms and conditions contained herein. Company may accept or not to accept the deviations put by the tenderer at its sole discretions. No claim on this will be entertained.
- 7.1** Tenderer should mention the deviations, if any, at their own risk of rejection of their offer.
- 7.2** Deviations mentioned anywhere else in the offer shall be ignored without any consequences.
- 8.0** Tenders containing corrections and alterations are liable to be rejected unless all such corrections and alterations are legible, clear and signed by the tenderer.
- Quotation qualified by such vague and indefinite expressions as “SUBJECT TO IMMEDIATE ACCEPTANCE” or “SUBJECT TO PRIOR SALE” is liable to be ignored.
- 9.0** TENDERER SHOULD FURNISH FOLLOWING AUTHENTICATED SUPPORTING DOCUMENTRY PROOF/DOCUMENTS ALONGWITH PART – I (TECHNO COMMERCIAL OFFER):
- i.* Copy of complete tender document as issued duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender.
 - ii.* Demand Draft of Bid Security in the manner specified in tender as per clause no. 14.0 (Section-I)
 - iii.* Detailed Specifications of spares in Annexure - I.
 - iv.* Copy of registration certificate under the Micro, Small & Medium Enterprises Development Act 2006, as per annexure “IV”
 - v.* Duly filled Annexure I to IX along with part-I of tender documents and Annexure X (Price Bid) Part-II
 - vi.* Copies of Purchase Orders towards supply of subject matter of the tender during last THREE preceding years etc. as per Performa (Annexure- VII) annexed here to.
 - vii.* Any other relevant document, in support of eligibility criteria, terms & conditions of tender.

Note: Each & every page of tender document, Annexure & documents furnished along with part I & Part II should be sealed & signed by the authorized person of the tenderer.

10.0 BEFORE SUBMITTING TENDER

Tenderer shall be deemed to have satisfied himself of all conditions liable to be encountered during the execution of the contract or rates quoted in the offer are adequate and all inclusive with respect to all factors circumstances and conditions likely to be incidental/encountered to the execution of the contract, as per the scope and conditions given herein

11.0 AUTHORITY TO SIGN TENDER

The tender should be signed by the person who is legally authorized to enter into commitments on behalf of the Tenderer. The authorization letter should be enclosed.

12.0 OPENING OF TENDERS

Tenders will be opened on the fixed date and time in the presence of tenderer or their authorized representative who may wish to be present at the opening of the tender at the place, time and date as specified in the schedule. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next full working day at prescribed time.

13.0 VALIDITY

The tenderer shall keep the offer open for acceptance by RSMML for a minimum period of four months from the date of opening of Part - I tender, within which period the tenderer shall have no right to withdraw, amend or modify his offer. In case of withdrawal/ amendment/modification the bid security deposited by the Tenderer, as per clause No. 14.0 (Section-I) hereof, shall stand forfeited. The validity period may be extended further, if required, by mutual consent from time to time.

In case, tenderer, after issuance of communication of acceptance of offer by RSMML, fails to execute the contract as per the conditions of the contract, such an event will be considered as the tenderer calculated willful breach of the contract, the cost & consequence of which shall be on the sole account of the tenderer. Moreover, RSMML have full right to claim damages thereof in addition to the forfeiture of Bid Security.

14.0 BID SECURITY :

- (a) The tenderer shall deposit (interest free) a sum of **Rs 40,000/- (Rupees Forty thousand only)** as Bid Security alongwith the tender by Demand Draft/PO. It should be in favour of RSMML payable at Udaipur. Offers not accompanied with the requisite will not be considered. Bid Security in any manner other than DD/PO/BC will not be accepted.
- (b) While opening of the tender, the envelope containing BID SECURITY will be opened first and in case the same is found as per tender requirement, then only the sealed envelope containing part-I & part- II

of offer will be opened. The offer of the tenderer(s) who has not furnished Bid Security of requisite amount and in prescribed manner will not be considered.

(c) **The BID SECURITY shall be forfeited in case of:**

- i) If tenderer unsolicited revises and/or modifies and/or withdraw and/or amend and/or cancel their tender at its own after submission of tender.
- ii) If it is established that tenderer have submitted any wrong information/forged document alongwith the tender or thereafter/ found indulge in unfair trade practices.
- iii) If the tenderer declines to accept contract/order placed by the Company subsequent to acceptance of his offer.
- iv) If the tenderer does not submit the security deposit cum performance guarantee.
- v) If the tenderer breaches any promising provision of code of integrity prescribed for bidder as detailed at Annexure –A.

(d) The Bid Security furnished by the unsuccessful tenderers will be refunded after finalization of tender / validity of the offer has expired. Bid Security of successful tenderer will be refunded after receipt of Security Deposit cum performance guarantee.

(e) The Bid Security of a tenderer lying with the company in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money deposit against this tender, however, the bid security originally deposited may be taken into consideration in case tender is re-invited.

(f) In case of participation by Undertakings, Corporations, Autonomous Bodies which are controlled and managed by Govt., Govt. Undertakings and Companies of Union Govt. & Govt. of Rajasthan, they are exempted from deposition of Earnest Money.

(g) Bid Security will be taken @25% of the total value of Bid Security of tender incase of participation by SSI unit of Rajasthan subject to that the tenderer has participated against the tender in a capacity of manufacturer of offered products.

(h) Except above, no Bid Security exemption will be given to any party on any grounds and their offer will liable for rejection.

15.0 INDEMNIFICATION CLAUSE:

Except where arising from the negligence of RSMML or RSMML's employees, the supplier shall indemnify RSMML in respect of any costs or damages, whatsoever arising out of or related to breach of statutes, laws, acts, rules and regulations, damage, accident or loss etc. by the supplier or suppliers

personnel or by claims made against RSMML by third parties in respect thereof.

16.0 PRICE FALL CLAUSE:

In the event of supplier accepting lower prices for supplies covered under the contract to any other customer during the pendency of the contract, the lower price and charges will also be applicable to this contract. The supplier must intimate RSMML as soon as they accept lower prices from any other company including PSU and Govt. Organization.

17.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

- i) As security for the due, proper and faithful fulfillment of the obligations under the contract, the tenderer will furnish to RSMML Security Deposit cum Performance Guarantee of 5 % of total value of contract by Demand Draft or in the form of Bank Guarantee in RSMML Performa from any Public Sector /ICICI/HDFC/AXIS Bank (except state Bank of India) having its Branch at Udaipur, within 21 days from the date of LOA/RC on the stamp paper of appropriate value. The Bank Guarantee should be valid for a period of 6 months in excess of the contractual period.
- ii) The BG shall liable to be invoked/ amount of SD is liable to be forfeited wholly or partly at the sole discretion of the Company, should the supplier either fails to execute the work within the stipulated period or fails to fulfill the agreed obligations or fails to settle in full it's dues to the Company.
- iii) The Company is empowered to recover from the S.D. any sum due and /or any other sum that may be fixed by the Company as being the amount or loss or losses or damages suffered by it due to unsatisfactorily performance or non fulfillment of any of the conditions of the tender/contract.
- iv) The Bank Guarantee/ S.D. shall remain in force and binding, notwithstanding, if any variation, alternation, modification is made to the contract or any extension of the contract period is granted by RSMML.
- v) RSMML shall not pay any interest on the Security Deposit. The security Deposit shall be released on application by the Supplier after the expiry of guarantees and after discharge of all the supplier's obligations under the contract.
- vi) The said Security shall not in any way be construed as a limitation of the supplier's responsibility or liability pertaining to its obligations and guarantees under the contract and shall be without prejudice to any other remedies available to RSMML in terms of the contract and or as per the laws of the land.

- vii) In case SD is being furnished in the form of Bank Guarantee, the BG should be furnished on the non-judicial stamp paper of the value equal to 0.1% (Zero Point One Percent) of security deposit amount or of Rs. 200/-, whichever is higher.
- viii) S.D. should be sent to the office of GGM(RP).

18.0 NO COMPENSATION FOR ALTERATION OF DELIVERY SCHEDULE OR SUSPENSION OF SUPPLIES:

If at any time before commencement of the supply if the Company, for any reason, whatsoever do not require the whole supply or part thereof as specified in the PO, shall give notice in writing of the same to the supplier and the supplier shall not be entitled for any compensation and/or damage of any kind whatsoever on account for loss or profit etc. nor the contractor be entitled to any claim for compensation for re-scheduling of delivery period.

19.0 COMPENSATION FOR DELAYED COMPLETION:

In the event of the supplier fail to deliver the stores as per agreed specifications in full/part as per delivery schedule, the Company shall be entitled at its option either:

- a) to recover from the tenderer as agreed pre determined compensation @ 1/2% (Half percent) per week of the total value of undelivered stores for each week or part thereof the delivery has been delayed, subject to a maximum of 5% of the total value of the undelivered stores,
- b) either to purchase from elsewhere, without notice to the supplier at his risk and cost full or undelivered part, as the case may be

OR

- c) to cancel the contract.

In case of b & c above, the Company will be empowered to purchase stores which are readily available with alternative source to meet the requirement irrespective of the fact whether these are similar or not

19.0 TERMINATION:

- a. In case of failure to perform the job as required under this tender or observe breach of any of the terms and conditions by the tenderer, the company shall give a notice to rectify such default/breach with 10 days, failure to which may result in termination of the contract and forfeiture of security deposit without any prejudice to the Company's rights to claim damages/ cost/ loss etc caused by such default/ breach. Such termination shall not absolve the supplier of the liabilities accruing till the date of such termination.
- b. The contract may also be terminated in the event the supplier is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.

- c. Notwithstanding anything contained herein above, the Company in its absolute discretion may at any time terminate the order without assigning any reason thereof by giving fifteen day's notice to the supplier at their last notified address. In such an event the supplier 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.

20.0 FORCE MAJEURE: At any time, during the continuance of the contract, the performance in whole or in part by either party (sub-vendors excluded) and/or obligations under this contract shall be prevented or delayed by reason of any war, Hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, non-performance due to Acts of God or Acts of Government /statutory bodies (herein after referred as "Event") then provided a notice of the happening of any such event is given within seven days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Company as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part is delayed by reasons of any such events for a period exceeding thirty days either party may at its option terminate the contract.

21.0 JURISDICTION: The contract is subject to the exclusive jurisdiction of courts of Udaipur in the state of Rajasthan only.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
General Manager (MM).

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit. I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Date :

Place :

SECTION –II : SPECIAL CONCIDITIONS OF CONTRACT:

2.1 SCOPE & SPECIFICATION OF SUPPLY: Supply of genuine spare parts of MBE make for VASA / SPVC Pumps. The details are at Annexure I.

2.2 Suitability & conformity of spares to our equipment:

Tenderer should confirm 100% suitability and fitment of offered item to the parent equipment, for which the item is required, without major fitment alteration and affecting the performance of the equipment.

SPECIAL CONDITION :

- a) You will depute your service engineers once in every quarter for technical support and to discuss the issue(s) that may have arisen in the interim period.
- b) You will provide a list of the spares of your current inventory for every quarter to facilitate RSMML in planning for ordering of spares

2.3 PERIOD OF CONTRACT : The period of contract will be One year from the date of issue of Rate contract / LOA.

2.4 DELIVERY BASIS :

Terms of delivery shall be on f.o.r. destination basis. Tenderer must specify the minimum delivery period required for supply of genuine spare parts for MBE make VASA / SPVC Pumps and the delivery has to be made as per delivery schedule given by the consignee.

2.5 RATES:

- i) The tenderer is to offer rates as per Annexure - X annexed hereto for "Price Bid". The same is to be given in a separate envelope.
- ii) The quoted price will remain firm & fixed till complete execution of the contract. The price must be net and must include transportation, insurance & any other delivery charges. Price should be on f.o.r. destination basis at Jhamarkotra Mines.
- iii) Entries should be neat and legible without any correction. Corrections, if any, must be signed in full and dated. The prices must be stated for each item separately.
- iv) The charges towards duties, taxes, levies or any other charges as applicable for the supply of spares must be stated specifically. In the absence of any such stipulation it will be presumed that the price include all such charges and no claim whatsoever for the same will be entertained.

- v) The prices quoted must be in figures & words both. In case, if there is any difference, the lower of them will be considered.

2.6 PRICE VARIATION :

- i) The agreed price shall remain firm and fixed till the complete execution of the contract. Only variation on account of changes in Taxes & Duties by the Government which are within the delivery schedule & offered in the price bid will be considered on production of documentary proof provided that the variation take place within the scheduled delivery period.
- ii) Save and except as aforesaid, the tenderer shall not be entitled to raise any claim and/or demand and/or any dispute on account of escalation or raise or increase in the prices of any other item or element.

2.7 TAXES, DUTIES & LEVIES :

Our TIN (CST / RST Registration)No. is 08693902289

The rate of Excise Duty, Cess, CST/VAT, as applicable should be specified by the tenderer. Wherever concessions, if any, are available they should also be indicated;

Any other statutory duty, levy, taxes, if applicable should be indicated. In case the tenderer is availing any incentive should mention in the tender.

In the absence of clear stipulations as stated above, it will be understood that except the quoted price all levies/duties are to the account of Tenderer.

2.8 CONSIGNEE : The consignees is :

GGM, SBU-PC (RP), or his authorised Officer, M/s Rajasthan State Mines & Minerals Limited, Jhamarkotra Mines, Udaipur. (Rajasthan).

2.9 INSPECTION:

- i) RSMML shall have the right to inspect and/or to test the goods to confirm their conformity to the order.
- ii) The inspection shall be carried out at consignee's end after receipt of the material at site, which will be final and binding to both parties. All reasonable facilities and assistance including access to technical data, drawings etc. shall be furnished by the tenderer to the inspector at no charge.
- iii) In case of rejection of any item, the same should be replaced, to meet specification requirements, by the tenderer at their own risk & cost.
- iv) The inspection/test reports shall in no way release the tenderer from any warrantee or other obligations under this contract.

2.10 QUALITY OF SPARES & STANDARD APPLICABLE WARRANTY:

- i) The tenderer shall warrant that the spares supplied under the contract/order will be new, unused and shall be free from all defects and faults in material & workmanship.
- ii) The spares will be consistent with the established, recognized or stipulated standards for materials of the type ordered and in full conformity with the specifications, drawings or samples, if any.
- iii) The supplier shall guarantee/warranty for the satisfactory performance of the spares for a period of 12 months from the date of fitment or 18 months from the date of supply whichever is earlier. This warranty shall survive inspection and acceptance of the goods.
- iv) In the event of any defect in material, design and workmanship during the aforesaid period is found due to faulty material, design or poor workmanship, the defective part will be replaced by the supplier at site free of cost within 30 days of intimation of warranty claims. The tenderer will be required to stock spare parts to take care of warranty failures. The guarantee/ composite warranty shall be submitted along with the bill. Tenderer will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective/ rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier

2.11 SUPERSEDING PART NUMBERS OF SPARES:

If any part number of the spares ordered stands superseded, tenderer shall supply such spares with supersede part numbers with proof thereof. However the parts with superseding part number shall not be a barrier in proper fitment and performance of the item.

2.12 INDIAN / INTERNATIONAL STANDARD:

All specification mentioned in the tender documents are based upon Indian standards or equivalent and where no Indian standards exist the supplies should conform to B.S.S.

2.13 PATENTS:

Tenders shall warrant that all equipment and machinery or material furnished hereunder are and shall be free and clear of infringement of patent and copy right or trade mark prevalent, if any country.

2.14 SHORT LISTING OF TENDERER:

RSMML will short list the tenderer for price bid opening on the basis of past track record of tenderer to supply the subject matter of the tender during last three years and documents furnished by tenderer along-with Part -I of the offer and/or the information gathered by the RSMML about the tenderer. The price bid of only short listed tenderer(s) will be opened on a later date, which will be informed to such tenderer(s) only. The decision of the Company shall be final and binding in this regard.

The tenderer who have earlier been suspended or banned by the company shall not be eligible to participate in this tender during the currency of suspension/ban period.

2.15 DETERMINATION OF LOWEST BIDDER:+1

- a) The lowest tenderer will be determined on the basis of total calculated landed cost of offered each store at our Jhamarkotra Mines. The landed cost will include the basic price, handling charges, ED & CESS on ED. Sales tax, transportation & any other delivery charges and giving effect of direct/indirect tax /duties/levies imposed by Govt. of Rajasthan/Central Govt. on supply of tendered items i.e. ITC on RVAT, entry tax levied by GoR on inter State purchase of tendered subject matter.
- b) In case RSMML opt for entering into RC with more than one tenderer, then initially L2 tenderer will be extended opportunity to match L1 rate after giving effects, as above, on refusal by L2 tenderer, then to L3 tenderer & so on.
- c) In the event the company does not find the lowest quoted rate, acceptable to it, then the tender will be scrapped and may be re-tender, or company may take any other suitable action as deemed fit looking to the exigency of the work.

2.16 NEGOTIATIONS:

- i) Negotiations may 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.

- ii) In the case, when the quotations given by the tenderer during negotiations is higher than the original quotation of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- iii) 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.

2.17 TERMS OF PAYMENT & PAYING AUTHORITY:

- a) 100% payment within 30 days of Receipt & Acceptance of stores
- b) **Billing and Paying Authority:** The bill (in triplicate) alongwith the supporting documents duly verified by the consignee as to Delivery of stores will be submitted to respective consignee. The payment disbursing authority is : Head of Finance, RSMML Jhamarkotra Mines.
- c) Payment will be made through A/C payee cheque payable at Udaipur/RTGS. All bank charges/commission shall be borne by the contractor.

2.18 TEST CERTIFICATE:

Tenderer will furnish test certificate alongwith each supply.

2.19 RSMML'S' RIGHT :

The Company reserves the following rights at its sole discretion without assigning any reason thereof:

- c) to reject any or all the tenders received.
- d) to accept a tender either for the total requirement or part thereof or to split the work in more than one tenderer & not to accept the lowest tenderer.
- e) to judge any tender on technical grounds for its acceptance based on RSMML technical requirement.
- f) to cancel the tender, postpone it for another date, change the venue of the receipt of the tender.
- g) to increase/decrease the quantity.
- h) To enter into parallel Rate Contract.
- i) To enter into RC with more than one tenderer

The decision of the Company in above regards shall be final and binding on the tenderer. As a result of such change the Company will not entertain any claim whatsoever.

Note : Each & every document furnished by the tenderer should be signed and sealed by the authorised person.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

(B.S. Gupta)
General Manager (MM)

We / I have carefully read and understood the Instructions, Terms and Conditions, Scope of Work and annexure of the tender document. One set of tender documents (intact) duly signed with office seal is submitted as token of its acceptance.

Signature with Office Seal of the tenderer.

Place & Date

Tender No. RSMM/CO/ MM/ VASA Pump Spares /
NIT- 19/14-15 dated 13.12.2014

(To be submitted with PART – I Technical Bid)

Check List as to the specifications

A. PUMP TYPE -SPVC 458-200 STANDARD

Sr. No.	Description	Part no	Agreed	Deviations, if any
1	PUMP CASING NI HARD	109920-A		
2	FRAME UPPER PART	193628-M1		
3	BEARING HOUSING & SHAFT ASSEMBLY	180946-M1		
4	PUMP TANK	193613-M2		
5	SPACE PACKING	195431-1		
6	TANK UPPER PART	215281-M1		
7	NUT KM -30	954201		
8	NUT KM – 21	955405		
9	PUMP CASING SPLIT	148471 - M2		
10	LOCK WASHER MB – 21	954142		
11	LOCK WASHER MB – 30	954149		
12	IMPELLER NI HARD	128313 - M2		
13	COVER	19929 - M1		
14	MOTOR PLATE	180102 -M1		
15	SHAFT	193731 - M1		
16	PIN SP 10 X 90	951980		
17	DISMOUNT PIN	180880-1		
18	PIN SP 5X40	951535		
19	KEY	180890-1		
20	KEY	180941-1		
21	KEY	217685-1		
22	SCREW M24X240H	954860		
23	INLET NI HARD	115390-1		
24	SCREW M24X140	953470		
25	SCREW	180886-M1		
26	NUT M6M 30	951077		
27	WASHER BRFB 31X58	951138		
28	PIN	310283 -1		
29	PIN SP 5X40	951935		
30	CLAMP	180883-M1		
31	CARRIER ARM FOR CASING SUPPORT	NPN		
32	NUT M24	951076		

B.	PUMP TYPE SPVC 458-200 STANDARD(Shaft Housing Part)			
1	SHAFT WITH BEARING HOUSING	180946-M1		
2	SHAFT (INCL ITEM 26)	180945-M1		
3	WASHER	128322-1		
4	KEY -T 16X10X90	899016-090		
5	KEY-T 22X14X120	899022-120		
6	SHAFT ASSEMBLY INCL ITEM 1-11	180946-M2		
7	BEARING HOUSING	157620-1		
8	COVER(bearing housing)DE	157611-1		
9	COVER(bearing housing)NDE	157612-1		
10	SLINGER/Deflector ring	157613-1		
11	SPACER RING/Distance ring	157614-1		
12	INSERT THREAD M20 X 1.5 d	951489		
C.	PUMP TYPE SPVC 365-150 STANDARD			
1	R L SUMP	180343-M1		
2	PUMP SUMP	180334-M1		
3	FRAME UPPER PART	148079-M1		
4	NUT KM15	954181		
5	LOCK WASHER MB15	954132		
6	WEDGE	115477-3		
7	SHACKLE IRON	180341-M1		
8	BRACKET	193763-1		
9	V BELT GUARD	195382-M3		
10	NUT M6M 20	951074		
11	SCREW M6S 20X220H	954857		
12	MOTOR PLATE	148081-M1		
13	SHAFT	148092-1		
14	NUT-LASM 24	951116		
15	SHAFT COMPL	180331-MI		
16	CARRIER ARM FOR SUPPORTING CASING	NPN		
17	INLET NI HARD	193759-M1		
18	TANK COVER	180809-M1		
19	IMPELLER NI HARD	128401-M1		
20	PUMP CASING NI HARD	115350-1		
D.	PUMP TYPE SPVC 365-150 STANDARD (Shaft / Housing Part)			
1	SHAFT WITH BEARING HOUSING	180331-M1		
2	KEY T 12X8X70	899012-70		
3	WASHER	110226-1		
4	KEY T 20X12X130	899020-130		

5	SHAFT ASSEMBLY INCL ITEM 2-6, 8-10	180331-M2		
6	BEARING CYLINDER/housing	93788-A		
7	COVER (Bearing housing)DE	93789-A		
8	COVER (Bearing housing) NDE	93792-A		
9	DEFLECTOR RING	93791-A		
10	SPACER RING/Distance ring	115472-1		
11	INLET THREAD M16X1,5D HELICOIL MID GRIP	950412		
E.	PUMP TYPE VASA G -120, 180, 284-100 STANDARD			
1	FRAME UPPER PART FOR FRAME LENGTH 120, 180	148079-M1		
2	FRAME LOWER PART FOR FRAME LENGTH 120 ONLY	157720-M1		
3	FRAME LOWER PART FOR FRAME LENGTH 180 ONLY	157720-M3		
4	LIFTING FORK	128544-M1		
5	GUARD LOWER PART	195381-M2		
6	GUARD COVER	195382-M3		
7	SCREW M6S 20X220 H	954857		
8	SHAFT	148092-1		
9	MOTOR BED PLATE	148081-M1		
10	SHAFT WITH BEARING FOR FRAME LENGTH 120 ONLY	134120-M1		
11	SHAFT WITH BEARING FRAME L 180 ONLY	134124-M1		
12	FLANGE	138322-1		
13	PUMP CASING 0125	92742-A		
14	INLET 0125	92745-A		
15	PUMP CASING NI HARD	109859-M1		
16	IMPELLER NI HARD	92792-M1		
17	INLET LINING NI HARD	109860-M1		
18	PUMP CASING S NI HARD	128488-M1		
19	IMPELLER S NI HARD	128487-M1		
20	INLET S NI HARD	128489-1		
F.	PUMP TYPE VASA G -120, 180, 284-100 STANDARD (Shaft / Housing Part)			
1	SHAFT WITH BEARING HOUSING, FRAME L 120	134120-M1		
2	SHAFT WITH BEARING HOUSING, FRAME L 180	134124-M1		
3	SHAFT LENGTH 120	134117-M1		
4	SHAFT LENGTH 180	134118-M1		

5	COVER(Impeller screw)	148491-M1		
6	PLUG	138476-3		
7	KEY T 18X11 X 130	899018-130		
8	SHAFT COMPL INCL POS 1-4,6,8-10 FOR FRAME LENGTH 120	134120-M2		
9	FOR FRAME LENGTH 180	134124--M2		
10	BEARING HOUSING	93788-A		
11	PROTECTING COVER	93789-A		
12	COVER(Bearing housing) NDE	93792-A		
13	DEFLECTOR RING	93791-A		
14	SPACER RING/distance ring	115472-1		
15	INSERT THREAD M 20X1.5D HELIC COIL MID GRIP	951489		
G.	PUMP TYPE VASA 459 - 200 STANDARD			
1	IMPELLER NI HARD	180303-M1		
2	PUMP CASING NI HARD	93887-M1		
3	INLET LINING NI HARD	109988-M1		
4	SHAFT SLEEVE (INCL ITEM 28 29 PH)	180461-M2		
5	INLET CI	93839-A		
6	LANTERN RING 5204-03	148247-1		
7	GLAND PACKING 9/16"	956093-1540		
8	RING T TYPE A 95X120X12	950075		
9	GLAND HOUSING 0120	211789-1		
10	BOX GLAND	93845-A		
11	SHAFT ASSY. COMPL	157683-M1		
12	NUT KM-18	954187		
13	LOCK WASHER MB-18	954138		
14	SUPPORT	148330-M1		
15	NUT M6M 48	951079		
16	MOTOR BED PLATE (INCL INTEM 34)	93852-M1		
17	SHAFT	180013-1		
18	SUPPORT	14833		
19	FRAME	101701-M1		
H.	PUMP TYPE VASA 459 - 200 STANDARD (Shaft / Housing Part)			
1	SHAFT COMPLETE WITH BEARING	157683-M1		
2	SHAFT COMPLETE INCL ITEM 26-29	180633-M1		
3	WASHER	180095-3		
4	COVER(Bearing housing)NDE	93842-A		
5	COVER(Bearing housing) DE	93843-A		
6	DEFLECTOR RING	93844-A		

7	BEARING HOUSING	101702-2		
8	THREAD INSERT HELI COIL M 20X1.5 D	951489		
9	KEY T 16X10X90	899016-090		
10	KEY T 22X14X160	899022-160		
11	SPACER RING/ Distance ring	180632-1		
	PUMP TYPE PARTS LIST VASA 336-150			
I	STANDARD			
1	IMPELLER NI HARD	134015-M1		
2	PUMP CASING NI HARD	110018-M1		
3	INLET NI HARD	109996-M1		
4	SHAFT SLEEVE 29 PH	180401-M2		
5	LANTERN RING SIS 5204 03	101664-1		
6	GLAND PACKING 3/8M X 4036 SOFT	954473		
7	GLAND HOUSING 0120	211788-1		
8	BOX GLAND 0120	92723-A		
9	SHAFT COMPL W BEARING	157711--M1		
10	INLET 0125	92715-A		
11	SUPPORT	180008-M1		
12	MOTOR BED PLATE (INCL ITEM 30) 30	101657 -M1		
13	SHAFT	180007-1		
14	SUPPORT	180006-1		
15	V BELT GUARD, LOWER PLATE	196750-M2		
16	V BELT GUARD, COVER	195499-M3		
17	FRAME COMPL	101656-M1		
	PUMP TYPE PARTS LIST VASA 336-150			
J.	STANDARD (Shaft / Housing Part)			
1	SHAFT COMPLETE WITH BEARING	157711-M1		
2	SHAFT COMPLETE (INCL ITEM 25,26,27)	180635-M1		
3	PLUG	138476-3		
4	COVER(screw)	148491-M1		
5	WASHER	180095-2		
6	DEFLECTOR RING	92727-A		
7	COVER(Bearing housing)NDE	92728-A		
8	COVER (Bearing housing)DE	92739-A		
9	BEARING HOUSING	101655-2		
10	SPACER RING /Distance ring	180630-1		
11	KEY 20X12X130	899020-130		
12	THREAD INSERT HELI COIL M 20X 1.5 D	951489		
	PUMP TYPE PARTS LIST VASA 302 - 50			
K.	NIHARD			
1	PUMP CASING	198256-M1		

2	IMPELLER	196942- M1		
3	INLET	198257- M1		
4	WEAR PLATE	110059-M2		
5	FRAME PLATE	196840-1		
6	STUFFING BOX 0125/Gland housing	211930-1		
7	SHAFT SLEEVE 2343	148200-4		
8	GLAND SPLIT	215205- M1		
9	WATER RING/Lantern ring	110144-1		
10	BOX PACKING	954473		
11	SHAFT WITH BEARING HOUSING	180501- M1		
12	SHAFT COMPLE SS1650 INCL ITEM 52	180628- M1		
13	BEARING HOUSING	148186-1		
14	Bearing Housing COVER(DE)	148188-1		
15	BEARING HOUSING COVER(NDE)	148187-1		
16	SLINGER/deflector	148189-1		
17	NUT KM 9	954169		
18	LOCK WASHER MB9	954120		
19	DISTANCE RING	180623-1		
20	DISTANCE RING	148344-1		
21	DISTANCE RING	148345-1		
22	DISTANCE RING	148345-1		
23	PUMP CASING	198259-M1		
24	INLET	198260- M1		
25	WEAR PLATE	70295- M1		
L.	PUMP PARTS LIST VASA G - 180-302-50(HC) WEAR PARTS			
1	IMPELLER	196942-M1		
2	CASING	198256 -M1		
3	WEAR PLATE	110059-M1		
4	INLET	198257 - M1		
	SHAFT PARTS			
1	SHAFT COMPLETE Alongwith standard parts	134210-M1		
2	KEY	899014-100		
3	DISTANCE RING	101638-1		
4	DEFLECTOR RING	110223-1		
5	BEARING HOUSING COVER (NDE)	110222-1		
6	OIL SEAL	953329		
7	SPACER RING	115473-1		

8	BEARING HOUSING	101603		
9	LOCK WASHER MB13	954128		
10	BEARING HOUSING COVER (DE)	101604-A		
11	OIL SEAL	950200		
	OTHER PARTS			
1	O-RING	953126		
2	SEALING RING	148003-1		
3	SEALING RING	198385-1		
4	SEALING RING	198385-2		
5	SHAFT COMPLETE alongwith standard parts	134211-M2		
6	KEY	899010-75		
7	WASHER	115473-1		
8	LOCK NUT	954177		
9	OIL SEAL	953126		
10	SEALING RING	148003-1		
11	SHAFT WITH BEARING FRAME LENGTH 120	134211-M1		
12	SHAFT WITH BEARING FRAME LENGTH 180	134213-M1		
13	SHAFT COMPLETE WITHLOCK NUT AND WASHER,FRAME LENGTH 120	134211-M2		
14	SHAFT COMPLETE WITHLOCK NUT AND WASHER,FRAME LENGTH 180	134213-M2		
15	COVER	101604-A		
16	COVER	110222-1		
17	SLINGER	110223-1		
18	CASING	198259-M1		
19	IMPELLER	196903-M7		
20	INLET	198260-M1		
21	WEAR PLATE	70295-M1		
22	LOCK NUT KM-13	954177		

Annexure - 'II'

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares

GENERAL PROFILE OF TENDERER

1.	Name & address of the tenderer with telephone No./ Fax No./ email / mobile no.			
2	Status of Tenderer i.e. Manufacture/ Authorised Dealer/ Bonafide Dealer/any other.			
3	Whether Proprietor/Partnership/ Company.			
4	Name of owner/partners Directors with full address.			
5	Annual turnovers in rupees for last three years (in lacs)	2013-14	2012-13	2011-12
6	PAN No.			
7	TIN No.			
8	Service Tax Registration no.			
9	Entrepreneurs Memorandum no. as per MSMED Act 2006 Nature of Activity (manufacturing/Service) Category of Enterprise: (Micro/ Small/ Medium)			
10	Banker details: a) Name a) Branch No. b) Address			
11	Bank Account No.			
12	Type of A/c :Saving / Current/CC/ any other			
13	IFSC code			
14	Are you exempted from paying; custom Duty/ excise Duty/Sales Tax, if yes give details.			
15	Any other important information related to the tender requirement.			
16	Offered Delivery Period for supply of material from the date of issue of delivery schedule.			

Signature of tenderer with official stamp

Date & Place:

Annexure - 'III'

Exceptions and Deviations

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares

Name of Tenderer_____

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

Sl.No.	Tender Clause no.	Requirement as per tender clause	Offered condition/ Deviation

Note: In case the tenderer does not mention any information to the deviations in the above format & furnish it blank then it will be presumed that the tenderer is not offering/ putting any deviations to the tender terms & condition.

We confirm that we have not put any other deviations to the tender terms & conditions except to the above.

Signature of tenderer with official stamp

Date:

Place:

Annexure - 'IV'

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares
(To be submitted with PART - I Technical Bid)

DECLARATION

1. Whether the tenderer is registered under Micro, Small & Medium Enterprises Development Act, 2006. _____ (Yes/NO)

If yes, please furnish the declaration given below.

We (Name of Tenderer _____) , hereby declare that, our organization is registered under Micro, Small & Medium Enterprises Development Act, 2006 as _____ (Micro, Small & Medium) Enterprises vide Registration No. _____ dated _____.

3. Enclose attested copy of registration certificate.
4. Whether the tenderer is also registered as S.S.I. units, if yes, enclose copy of registration certificate.

Signature of tenderer with official stamp

Date & place:

Annexure-V

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares
(To be submitted with PART - I Technical Bid)

UNDERTAKING TOWARDS ACCEPTANCE OF ALL TERMS & CONDITIONS
OF TENDER AND NO CONDITION MENTIONED IN PRICE BID

Name of Tenderer_____

- I) We confirm that all the terms & conditions of tender are accepted to us and we will supply the Genuine spares parts for MBE make VASA / SPVC Pumps as per technical specifications of tender.
- II) We hereby undertake that we have not mentioned any condition in the price bid.

Signature of tenderer with official stamp

Date:

Place:

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares

(To be submitted with PART – I Technical Bid)

DETAILS OF TAXES & DUTIES OFFERED IN PRICE BID

Name of Tenderer _____

Particulars	% Rate considered in price bid
Excise Duty	@.....%
CESS on ED	@.....%
CST	@.....%
VAT	@.....%
Any other taxes/duties/levies	@.....%
Service Tax	@.....%
Details of Exemption on Duties & Taxes, if any.

Note: In case the tenderer is availing any exemption/ concession on ED, CST/VAT etc., details of the same should be clearly provided and the supporting document issued by the respective Govt. Deptt./ agencies should be enclosed.

Signature of tenderer with official stamp

Date:

Place:

Annexure - VII

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares

(To be submitted with PART - I Technical Bid)

Details of past experience

{To be submitted with Part-1 of the offer (Techno- commercial part)}

List of order(s) executed in last 3 years

S. No	Name & Address of the Purchaser	Order No. & Date	Brief Description	No. Value of spares supplied
01				
02				
03				
04				

Note: Essentially enclose copies of Purchase Orders and / or Performance Certificate etc.

Signature with Office Seal.

Place:

Date:

PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be issued by a Public Sector /ICICI/HDFC/AXIS Bank (except State Bank of India) having its Branch office at Udaipur on non -judicial stamp paper of value equal to 0.1 % (zero point one percent) of the total Security Deposit Amount or of Rs.200, whichever is higher.

B.G. _____ Dated _____

This Deed of Guarantee executed between _____ a Nationalised / Scheduled Bank, having its registered office at (mention complete postal address with contact nos./mail address etc.)_____ and its head office at (mention complete postal address with contact nos./mail address etc.)_____ and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act,1956, having its registered office at C-89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company').

Whereas the Company having agreed to exempt M/s. _____ a company/partnership firm _____ (address of registered/H.O.) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor/supplier/RC holder') from the demand under the terms and conditions of Letter of Acceptance/ Purchase Order/ Rate Contract no. _____ dated _____ issued in favour of the Contractor/supplier/RC holder, hereinafter called 'the said 'Letter of Acceptance/ Purchase Order/ Rate Contract' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said Letter of Acceptance/ Purchase Order/ Rate Contract on production of unconditional and irrevocable Bank Guarantee for Rs. _____(Rs. _____) being equivalent to _____% of Contract value of Rs. _____.

Now this deed witnesseth that in consideration of said bank having agreed on the request of the Contractor/supplier/RC holder to stand as surety for payment of Rs. _____ as security deposit to the company subject to the following conditions.

1. We, _____(Bank) do hereby undertake to pay to the company as amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and/or conditions contained in the Letter of Acceptance/ Purchase Order/ Rate Contract. The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, _____ (bank) do hereby undertake without any reference to the Contractor/supplier/RC holder or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor/supplier/RC holder before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor/supplier/RC holder of any of the terms and conditions contained in the said Letter of Acceptance/ Purchase Order/ Rate Contract by reason of the said contractor's/supplier's/RC holder's failure to perform the covenants contained in said Letter of Acceptance/ Purchase Order/ Rate Contract. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____(bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the contract have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract have been fully and properly carried out by the said contractor/supplier/RC holder and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before _____(scheduled completion date, plus six months or period which is required), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.

4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor/supplier/RC holder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor/supplier/RC holder and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor/supplier/RC holder. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office

_____ (specify the name & address) under the signatures of the company's Financial Advisor/ Group General Manager/ General Manager or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, _____(bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Purchase Order/ Rate Contract or to extend time of performance by the said Contractor/supplier/RC holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor/supplier/RC holder and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/ Purchase Order/ Rate Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor/supplier/RC holder or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor/supplier/RC holder or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor/supplier/RC holder or ourselves or liquidation or winding up or dissolution or insolvency of the contractor/supplier/RC holder nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. _____ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor/supplier/RC holder and this guarantee shall be in addition to any such guarantees.

8. We, _____(Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated _____ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee exclusive Udaipur courts in the state of Rajasthan alone shall have jurisdiction.

IN WITNESSETH I, HEREBY _____ SON OF _____(designation)_____ (branch) constituted attorney of the said bank have set my signatures and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of _____executed at _____ this the _____ day of _____ 2014.

Annexure - IX

Tender No. RSMM/CO/MM/NIT-19/2014-15 dated 13.12.2014 for supply of VASA
Pump Spares

(To be submitted with PART - I Technical Bid)

DECLARATION BY TENDERER

I/We declare that I am/ We are bonafide/manufacturer/Whole Sellers/ Sole distributor/Authorised dealer/dealers/ Sole selling/ Marketing agent in the goods/stores/equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security/security deposit may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of tenderer with official stamp

Date:

Place:

Tender No. RSMM/CO/ MM/ VASA Pump Spares /NIT - 19 /14-15 dated 13.12.2014

PRICE BID (To be packed in a separate sealed cover)**A. PUMP TYPE SPVC 458 - 200 STANDARD**

S No.	Description	Part No.	Basic rate	Discount	Excise Duty	Cess on ED	Sales Tax CST / VAT	Freight, Insurance & Other delivery charges upto destination	Total Landed cost in Rs.
1	PUMP CASING NI HARD	109920-A							
2	FRAME UPPER PART	193628-M1							
3	BEARING HOUSING & SHAFT ASSEMBLY	180946-M1							
4	PUMP TANK	193613-M2							
5	SPACE PACKING	195431-1							
6	TANK UPPER PART	215281-M1							
7	NUT KM -30	954201							
8	NUT KM - 21	955405							
9	PUMP CASING SPLIT	148471 - M2							
10	LOCK WASHER MB - 21	954142							
11	LOCK WASHER MB - 30	954149							
12	IMPELLER NI HARD	128313 - M2							
13	COVER	19929 - M1							
14	MOTOR PLATE	180102 -M1							
15	SHAFT	193731 - M1							
16	PIN SP 10 X 90	951980							

17	DISMOUNT PIN	180880-1							
18	PIN SP 5X40	951535							
19	KEY	180890-1							
20	KEY	180941-1							
21	KEY	217685-1							
22	SCREW M24X240H	954860							
23	INLET NI HARD	115390-1							
24	SCREW M24X140	953470							
25	SCREW	180886-M1							
26	NUT M6M 30	951077							
27	WASHER BRFB 31X58	951138							
28	PIN	310283 -1							
29	PIN SP 5X40	951935							
30	CLAMP	180883-M1							
31	CARRIER ARM FOR CASING SUPPORT	NPN							
32	NUT M24	951076							
B. PUMP TYPE SPVC 458-200 STANDARD(Shaft Housing Part)									
1	SHAFT WITH BEARING HOUSING	180946-M1							
2	SHAFT (INCL ITEM 26)	180945-M1							
3	WASHER	128322-1							
4	KEY -T 16X10X90	899016-090							
5	KEY-T 22X14X120	899022-120							
6	SHAFT ASSEMBLY INCL ITEM 1-11	180946-M2							
7	BEARING HOUSING	157620-1							
8	COVER(bearing housing)DE	157611-1							

9	COVER(bearing housing)NDE	157612-1							
10	SLINGER/Deflector ring	157613-1							
11	SPACER RING/Distance ring	157614-1							
12	INSERT THREAD M20 X 1.5 d	951489							
C. PUMP TYPE SPVC 365-150 STANDARD									
1	R L SUMP	180343-M1							
2	PUMP SUMP	180334-M1							
3	FRAME UPPER PART	148079-M1							
4	NUT KM15	954181							
5	LOCK WASHER MB15	954132							
6	WEDGE	115477-3							
7	SHACKLE IRON	180341-M1							
8	BRACKET	193763-1							
9	V BELT GUARD	195382-M3							
10	NUT M6M 20	951074							
11	SCREW M6S 20X220H	954857							
12	MOTOR PLATE	148081-M1							
13	SHAFT	148092-1							
14	NUT-LASM 24	951116							
15	SHAFT COMPL	180331-MI							
16	CARRIER ARM FOR SUPPORTING CASING	NPN							
17	INLET NI HARD	193759-M1							
18	TANK COVER	180809-M1							
19	IMPELLER NI HARD	128401-M1							
20	PUMP CASING NI HARD	115350-1							
D. PUMP TYPE SPVC 365-150 STANDARD (Shaft / Housing Part)									
1	SHAFT WITH BEARING HOUSING	180331-M1							

2	KEY T 12X8X70	899012-70							
3	WASHER	110226-1							
4	KEY T 20X12X130	899020-130							
5	SHAFT ASSEMBLY INCL ITEM 2-6, 8-10	180331-M2							
6	BEARING CYLINDER/housing	93788-A							
7	COVER (Bearing housing)DE	93789-A							
8	COVER (Bearing housing) NDE	93792-A							
9	DEFLECTOR RING	93791-A							
10	SPACER RING/Distance ring	115472-1							
11	INLET THREAD M16X1,5D HELICOIL MID GRIP	950412							
E. PUMP TYPE VASA G -120, 180, 284-100 STANDARD									
1	FRAME UPPER PART FOR FRAME LENGTH 120, 180	148079-M1							
2	FRAME LOWER PART FOR FRAME LENGTH 120 ONLY	157720-M1							
3	FRAME LOWER PART FOR FRAME LENGTH 180 ONLY	157720-M3							
4	LIFTING FORK	128544-M1							
5	GUARD LOWER PART	195381-M2							
6	GUARD COVER	195382-M3							
7	SCREW M6S 20X220 H	954857							
8	SHAFT	148092-1							
9	MOTOR BED PLATE	148081-M1							
10	SHAFT WITH BEARING FOR FRAME LENGTH 120 ONLY	134120-M1							

11	SHAFT WITH BEARING FRAME L 180 ONLY	134124-M1							
12	FLANGE	138322-1							
13	PUMP CASING 0125	92742-A							
14	INLET 0125	92745-A							
15	PUMP CASING NI HARD	109859-M1							
16	IMPELLER NI HARD	92792-M1							
17	INLET LINING NI HARD	109860-M1							
18	PUMP CASING S NI HARD	128488-M1							
19	IMPELLER S NI HARD	128487-M1							
20	INLET S NI HARD	128489-1							
F. PUMP TYPE VASA G -120, 180, 284-100 STANDARD (Shaft / Housing Part)									
1	SHAFT WITH BEARING HOUSING, FRAME L 120	134120-M1							
2	SHAFT WITH BEARING HOUSING, FRAME L 180	134124-M1							
3	SHAFT LENGTH 120	134117-M1							
4	SHAFT LENGTH 180	134118-M1							
5	COVER(Impeller screw)	148491-M1							
6	PLUG	138476-3							
7	KEY T 18X11 X 130	899018-130							
8	SHAFT COMPL INCL POS 1- 4,6,8-10 FOR FRAME LENGTH 120	134120-M2							
9	FOR FRAME LENGTH 180	134124--M2							
10	BEARING HOUSING	93788-A							

H. PUMP TYPE VASA 459 - 200 STANDARD (Shaft / Housing Part)									
1	SHAFT COMPLETE WITH BEARING	157683-M1							
2	SHAFT COMPLETE INCL ITEM 26-29	180633-M1							
3	WASHER	180095-3							
4	COVER(Bearing housing)NDE	93842-A							
5	COVER(Bearing housing) DE	93843-A							
6	DEFLECTOR RING	93844-A							
7	BEARING HOUSING	101702-2							
8	THREAD INSERT HELI COIL M 20X1.5 D	951489							
9	KEY T 16X10X90	899016-090							
10	KEY T 22X14X160	899022-160							
11	SPACER RING/ Distance ring	180632-1							
I. PUMP TYPE PARTS LIST VASA 336-150 STANDARD									
1	IMPELLER NI HARD	134015-M1							
2	PUMP CASING NI HARD	110018-M1							
3	INLET NI HARD	109996-M1							
4	SHAFT SLEEVE 29 PH	180401-M2							
5	LANTERN RING SIS 5204 03	101664-1							
6	GLAND PACKING 3/8M X 4036 SOFT	954473							
7	GLAND HOUSING 0120	211788-1							
8	BOX GLAND 0120	92723-A							
9	SHAFT COMPL W BEARING	157711--M1							
10	INLET 0125	92715-A							
11	SUPPORT	180008-M1							
12	MOTOR BED PLATE (INCL ITEM 30) 30	101657 -M1							

13	SHAFT	180007-1							
14	SUPPORT	180006-1							
15	V BELT GUARD, LOWER PLATE	196750-M2							
16	V BELT GUARD, COVER	195499-M3							
17	FRAME COMPL	101656-M1							
J. PUMP TYPE PARTS LIST VASA 336-150 STANDARD (Shaft / Housing Part)									
1	SHAFT COMPLETE WITH BEARING	157711-M1							
2	SHAFT COMPLETE (INCL ITEM 25,26,27)	180635-M1							
3	PLUG	138476-3							
4	COVER(screw)	148491-M1							
5	WASHER	180095-2							
6	DEFLECTOR RING	92727-A							
7	COVER(Bearing housing)NDE	92728-A							
8	COVER (Bearing housing)DE	92739-A							
9	BEARING HOUSING	101655-2							
10	SPACER RING /Distance ring	180630-1							
11	KEY 20X12X130	899020-130							
12	THREAD INSERT HELI COIL M 20X 1.5 D	951489							
K. PUMP TYPE PARTS LIST VASA 302 - 50 NIHARD									
1	PUMP CASING	198256-M1							
2	IMPELLER	196942- M1							
3	INLET	198257- M1							
4	WEAR PLATE	110059-M2							

5	FRAME PLATE	196840-1							
6	STUFFING BOX 0125/Gland housing	211930-1							
7	SHAFT SLEEVE 2343	148200-4							
8	GLAND SPLIT	215205- M1							
9	WATER RING/Lantern ring	110144-1							
10	BOX PACKING	954473							
11	SHAFT WITH BEARING HOUSING	180501- M1							
12	SHAFT COMPLE SS1650 INCL ITEM 52	180628- M1							
13	BEARING HOUSING	148186-1							
14	Bearing Housing COVER(DE)	148188-1							
15	BEARING HOUSING COVER(NDE)	148187-1							
16	SLINGER/deflector	148189-1							
17	NUT KM 9	954169							
18	LOCK WASHER MB9	954120							
19	DISTANCE RING	180623-1							
20	DISTANCE RING	148344-1							
21	DISTANCE RING	148345-1							
22	DISTANCE RING	148345-1							
23	PUMP CASING	198259-M1							
24	INLET	198260- M1							
25	WEAR PLATE	70295- M1							
L. PUMP PARTS LIST VASA G - 180-302-50(HC) WEAR PARTS									
1	IMPELLER	196942-M1							
2	CASING	198256 -M1							
3	WEAR PLATE	110059-M1							
4	INLET	198257 - M1							
	SHAFT PARTS								

1	SHAFT COMPLETE Alongwith standard parts	134210-M1							
2	KEY	899014-100							
3	DISTANCE RING	101638-1							
4	DEFLECTOR RING	110223-1							
5	BEARING HOUSING COVER (NDE)	110222-1							
6	OIL SEAL	953329							
7	SPACER RING	115473-1							
8	BEARING HOUSING	101603							
9	LOCK WASHER MB13	954128							
10	BEARING HOUSING COVER (DE)	101604-A							
11	OIL SEAL	950200							
	OTHER PARTS								
1	O-RING	953126							
2	SEALING RING	148003-1							
3	SEALING RING	198385-1							
4	SEALING RING	198385-2							
5	SHAFT COMPLETE alongwith standard parts	134211-M2							
6	KEY	899010-75							
7	WASHER	115473-1							
8	LOCK NUT	954177							
9	OIL SEAL	953126							
10	SEALING RING	148003-1							
11	SHAFT WITH BEARING FRAME LENGTH 120	134211-M1							
12	SHAFT WITH BEARING FRAME LENGTH 180	134213-M1							

13	SHAFT COMPLETE WITH LOCK NUT AND WASHER, FRAME LENGTH 120	134211-M2							
14	SHAFT COMPLETE WITH LOCK NUT AND WASHER, FRAME LENGTH 180	134213-M2							
15	COVER	101604-A							
16	COVER	110222-1							
17	SLINGER	110223-1							
18	CASING	198259-M1							
19	IMPELLER	196903-M7							
20	INLET	198260-M1							
21	WEAR PLATE	70295-M1							
22	LOCK NUT KM-13	954177							

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 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 B : Declaration by the Bidder regarding qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No..... datedI/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act 2012, that :

I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

1. 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;
2. 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;
3. 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;
4. 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:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is: Mines Dept, Govt. of Rajasthan

The designation and address of the Second Appellate Authority is: Finance Dept., Govt. of Rajasthan

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 the 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 alongwith 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 the 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 bankers' cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7) Procedure for disposal of appeal

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

FORM NO.1

(See rule 83)

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

Appeal No..... of

Before the(First /Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s) :
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :

6. Ground of appeal :.....
.....
.....
.....(Supported by an affidavit)

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

Place :

Date:

Appellant's signature :

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) If there is an error in a total corresponding to the addition or subtraction of sub totals, 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 price 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 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, 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.