

-Corrigendum -

In reference to Pre-Bid conference dated 10-08-2015 following amendments are done.

1. A new subject point is added under the head project background as follows:-
 - iv. The detail of PHCs and attached sub-centers for contract in PPP mode are as follows:-

S. No.	Name of District	Name of Block	Name of PHC	No of Sub-Center
1	Ajmer	Arain	Banthali	Attached sub center according concern CM&HO record
2		Bhinai	Mohammad Gargh	- do -
3			Nagola	- do -
4		Pisangan	Budhwara	- do -
5			Nand	- do -
6			Nyara	- do -
7		Shri Nagar	Dhal	- do -
8	Alwar	Bansur	Bilali	- do -
9		Kherli Mandi	Bhanokhar	- do -
10			Masari	- do -
11			Tikri	- do -
12		Kishangarbas	Khanpur Mewan	- do -
13		Kotkasim	Bibirani	- do -
14		Laxmangarh	Gandura	- do -
15			Jhalatala	- do -
16			Samla Khurd	- do -
17		Malakhera	Kushalgarh	- do -
18			Shyamganga	- do -
19		Mundawar	Jhajarpur	- do -
20			Sarai Kalan	- do -
21		Rajgarh	Talab	- do -
22		Ramgarh	Raghunathgarh	- do -
23		Reni	Bileta	- do -
24		Shahjanpur	Ddabarwas	- do -
25			Domroli	- do -
26			Nangli Balaheer	- do -
27		Tijari	Bhindusi	- do -
28			Rabadka	- do -
29	Banswara	Bagidora	Karji	- do -
30		Ghatol	Dungaria	- do -
31		Partapur	Daduka	- do -
32			Mor	- do -
33			Pachbada	- do -
34			wajwana	- do -
35		Talwara	Kohala	- do -
36	Baran	Anta	Baldara	- do -
37			Pachelkian	- do -
38		Atru	Chardana	- do -
39			Kunjer	- do -
40		Baran	Mathana	- do -

41			Sundlak	- do -
42				
43		Chabra	Kolhukheda	- do -
44			Kotri	- do -
45		Barmer	Ratasar	- do -
46				
47		Barmer	Jhak	- do -
48			Pareu	- do -
49		Chohtan	Bijrar	- do -
50			Ghoniya	- do -
51		Dhorimana	Bamnor Ameershan	- do -
52				
53		Bhusawar	Bijwari	- do -
54			jeevad	- do -
55		Kaman	Andhwari	- do -
56				
57		Bhartpur	Dhanwara	- do -
58			Paegore	- do -
59			Vijaynagar	- do -
60		Nagar	Sundrawari	- do -
61		Rupbas	Khanuwa	- do -
62				
63		Asind	Patan	- do -
64				
65		Bhilwara	jahazpur	- do -
66			Kotri	- do -
67			Mandalgarh	- do -
68			Sahra	- do -
69				
70		Bikaner	Kolayat	- do -
71			Godu	- do -
72			Nokha	- do -
73				
74		Bundi	Bundi	- do -
75			Raithal	- do -
76			Kapran	- do -
77			Balkasa	- do -
78			Mayaja	- do -
79				
80			Kaiwalpura	- do -
81			Parasoli (B)	- do -
82				
83		Chittorgarh	Meghpur	- do -
84			Nandwai	- do -
85			Rayata	- do -
86				
87			Arniyapanth	- do -
88			Chanderiya	- do -
89			Chittorgarh Durg	- do -
90				
91			Lala Sarbanirotan	- do -
92			Peethisar	- do -
93				
94		Churu	Rajgarh	- do -
95			Hameerwas	- do -
96				
97			Bhukhredi	- do -
98			Kusumdesar	- do -
99			Tidiyasar	- do -
100				
101			Golada	- do -
102				
103			Alooda	- do -
104			Chhared	- do -
105				
106			Kharandi	- do -
107			Khawaraoji	- do -
108			Sonad	- do -
109				
110			Khora Mulla	- do -
111				
112			Bhandari	- do -

91	Dholpur	Bari	Chilachond	- do -
92			Nagla Beedhora	- do -
93			Sevar	- do -
94		Baseri	Jhiri	- do -
95		Dholpur	Donari	- do -
96			Moroli	- do -
97			Nunhera	- do -
98		Rajakhera	Jatoli	- do -
99			Samona	- do -
100	Dungarpur	Aspur	Richha	- do -
101		Bichiwara	Charwara	- do -
102			Chundawara	- do -
103		Dungarpur	Metali	- do -
104		Sagwara	Bhasor	- do -
105			Ghata ka Gao	- do -
106			Kshireshwar	- do -
107			New Colony	- do -
108		Simalwara	Jhosava	- do -
109			Kochri	- do -
110	Ganganagar	Anupgarh	Gomawali	- do -
111		Ganganagar	Dulapur keri	- do -
112		Karanpur	Gulabewala	- do -
113		Raisinghnagar	Ganuwala	- do -
114			Lakhahakam	- do -
115		Sadulshahar	Jogiwala	- do -
116	Hanumangarh	Bhadra	Gadra	- do -
117			Utradabas	- do -
118		Nohar	Tidiyasar	- do -
119	Jaipur I	Amber	Hardutpura	- do -
120			Mundota	- do -
121			Rampura	- do -
122		Jamwa Ramgarh	Dhoola Rao	- do -
123			Tala	- do -
124		Kotpuli	Karoli	- do -
125			Rajnota	- do -
126		Shahpura	Devan	- do -
127			Dhwali	- do -
128			Khora lad Khani	- do -
129		Viratnagar	Amloda	- do -
130			Jaisinghpura	- do -
131			Luhakana Khurd	- do -
132	Jaipur II	Bassi	Rojwari	- do -
133			Sambhariya	- do -
134		Chaksu	Kothun	- do -
135			Padampura	- do -
136			Titaria	- do -
137		Dadu	Sewa	- do -
138		Sambhar	Bagawas	- do -
139		Sanganer	Dadhiya	- do -
140				

141	Jaislmer	Jaislmer	Bhagoo ka Gaon	- do -
142			Chinnoo	- do -
143		Pokaran	Jaloda	- do -
144		Ramgarh	Khuhari	- do -
145	Jalore	Ahore	Bhuti	- do -
146			Ghana	- do -
147		Jalore	Oadwada	- do -
148		Jaswantpura	Raji ka Bas	- do -
149		Raniwara	Gong	- do -
150		Sanchore	Pachla	- do -
151			Sarnau	- do -
152		Sayla	Jiwana	- do -
153	Jhalawar	Bakani	Pachola	- do -
154		Jhalrapatan	Donda	- do -
155			Guradiya Joga	- do -
156			Jhumki	- do -
157			Mandawar	- do -
158			Pachpahar	- do -
159		Manoharthana	Churaliya	- do -
160			Thanawad	- do -
161		Pirwa	Sangria	- do -
162			Unchel	- do -
163	Jhunjhunu	Chirawa	Kithana	- do -
164			Nahar	- do -
165			Nunia Gothra	- do -
166		Jhunjhunu	Patuarsi	- do -
167		Khetri	Loyal	- do -
168			Mehara Jatuwas	- do -
169		Malsisar	Bajala	- do -
170			Dabri Dhirsingh	- do -
171			Luna	- do -
172		Nawalgarh	Bugala	- do -
173			keru	- do -
174			Sotwara	- do -
175		Surajgarh	Baloda	- do -
176	Jodhpur	Bawri	Ganganni	- do -
177		Bilara	Khariya Mithapur	- do -
178			Tilwasni	- do -
179		Luni	Kuri	- do -
180		Osian	Pandit ji ki Dhani	- do -
181		Phalodi	Denok	- do -
182			Jaloda	- do -
183			Khara	- do -
184	Karauli	Gudachandraji	Kemri	- do -
185			Raisana	- do -
186			Soop	- do -
187		Karoli	Chainpur Beriya	- do -
188			Maholi	- do -
189			Parita	- do -
190			Saypur	- do -

191		Sapotra	Langra	- do -
192			Bool	- do -
193		Todabheem	Mahswa	- do -
194			Shehrakar	- do -
195		Chechat	Lakhariya	- do -
196			Satal Khedi	- do -
197		Itwa	Cheepri Chambai	- do -
198			Gainta	- do -
199	Kota		Rampuria	- do -
200		Ladpura	khedarasulpur	- do -
201			Manasgaon	- do -
202		Sultanpur	Bhandaheda	- do -
203			Nimbod	- do -
204		Deedwana	Jharod	- do -
205			Mandukara	- do -
206		Degana	Pandlota	- do -
207		Kuchaman	Bhagwanpura	- do -
208			Gudhasalt	- do -
209		Makrana	Gelasar	- do -
210	Nagaur		Jakhali	- do -
211		Merta	Dhanapa	- do -
212		Mundwa	Dehru	- do -
213			Inana	- do -
214		Parbatsar	Kurada	- do -
215			Rid	- do -
216		Rinya	Bherunda	- do -
217		Bali	Bisalpora	- do -
218		Desuri	Bangol	- do -
219			Ghanarao	- do -
220		Jaitaran	Deegarana	- do -
221			Mohrai	- do -
222			Pipda	- do -
223	Pali	Rohat	Vayad	- do -
224		Sojat	Gaduda	- do -
225			Roopawas	- do -
226		Sumerpur	Bamnera	- do -
227			Dhana	- do -
228			Solodariya	- do -
229		Dhariawad	Mandvi	- do -
230			Pahada	- do -
231		Pipalkhunt	Kelamela	- do -
232	Pratapgarh		Suhagpura	- do -
233		Pratapgarh	Ambamata	- do -
234			Avleshwar	- do -
235			Bardiya	- do -
236			Siddhpura	- do -
237		Amet	Zilola	- do -
238	Rajsamand	Bhim	Balli jassa kheda	- do -
239		Deograh	Kunwathal	- do -
240		Khamnor	Bada Bhanuja	- do -

241			Fatehpura	- do -
242			Khotharia	- do -
243			Needach	- do -
244			Saloda	- do -
245			Sayo ka kheda	- do -
246		Kumbhalgarh	Bardara	- do -
247		Railmagra	Dhaneriya	- do -
248			Kotari	- do -
249			Gurjar Baroda	- do -
250			Meena Koleta	- do -
251			Pipalai	- do -
252	S. Modhopur	Bamanwas	Sukar	- do -
253		Ganganapur	Seva	- do -
254			Talawada	- do -
255		S. Madhopur	Surwal	- do -
256			Banuda	- do -
257		Danta	Bay	- do -
258			Batranau	- do -
259		Fatehpur	Blara	- do -
260			Harsawabara	- do -
261			Hathi Deh	- do -
262			Hcod	- do -
263		Khandela	Jharali	- do -
264			Nimeda	- do -
265			Dujod	- do -
266			Fetehpura	- do -
267		Kudan	Kharsadu	- do -
268	Sikar		Kundalpura	- do -
269			Mandota	- do -
270		Laxmangarh	Mangluna	- do -
271			Panlawa	- do -
272			Chala	- do -
273			Deepawas	- do -
274			Ladika bas	- do -
275		Neem ka Thana	Raipur Jangir	- do -
276			Sanwalpura	- do -
277			Tanwran	- do -
278			Divrala	- do -
279		Sri Madhopur	Hanspur	- do -
280			Nagal	- do -
281		Reodar	Sanwada	- do -
282	Sirohi	Sheoganj	Andore	- do -
283		Sirohi	Barloot	- do -
284			Varada	- do -
285		Malpura	Soda	- do -
286	Tonk	Niwai	Sunara	- do -
287		Todaraisingh	Ganeti	- do -
288		Tonk	Kathmana	- do -
289	Udaipur	Bargaon	Badi	- do -
290		Bhinder	Loonada	- do -
		Girwa	Bachhar	- do -

291		Savina	- do -
292	Jhadol	Mohmad Phalasiya	- do -
293		Som	- do -
294	Lasadia	Kun	- do -
295	Mavli	Fateh Nagar	- do -
296		Intali	- do -
297	Rishabdev	Sagwara	- do -
298		Odwadia	- do -
299	Sarada	Badawali	- do -
300		Sagatra	- do -

2. Following new paragraphs are added at the end of point no. 4

- 5) The amount of performance security is Rs. 5.00 Lac per PHC. The performance security can be rendered in the shape of cash deposit through e-Gras/Demand Draft/Bankers/Cheque/Bank Guarantee. In the case of Bank guarantee, it should remain valid throughout the contract period and sixty days beyond the date of completion of contract.
- 6) Only one paid weekly off will be allowed to the staff. In case of absence beyond paid weekly off, deductions from the monthly bill shall be made as under:-

S.No.	Name/Post of Staff	Amount of deductions per day (Rs)
1.	Doctor	1500 /-
2.	Para-medical staff (GNM, ANM, LT, Pharmacist)	500 /- per person

- 7) **Liquidated damages for deficiency in delivery of services or deployment of required staff**-In the case of deficiency in delivery of services or deployment of required staff, liquidated damages, in addition to the deductions mentioned at 6 above, may be charged @ 10% of the gross amount of monthly charges; however, an opportunity of hearing will be given before passing an order on liquidated damages."
- 8) PHC will be run by the bidder and it cannot be sub-let to other.
- 9) Doctor's posted at the PHC will have to prescribe medicines with generic name only.
- 10) Money granted from Gol such as untied fund, annual maintenance fund, corpus grant fund would be given to service provider according to guideline but it will be adjusted towards payment to be made by Department of Medical & Health. RMRS will be manage by private partner.
- 11) Benefit of rural service may be given to doctors posted at rural PHCs for pre PG examination as per government rules.
- 12) **RFP Form Fees: Rs.500/-**
- 13) Settlement of any dispute will be done within the jurisdiction of Court of Jaipur.
- 14) Rs.100/- affidavit attested by Notary certifying soundness/integrity of concerned firm.
- 15) In case of any conflict, regarding term and condition between service provider and Medical & Health Department the decision of Principal Health Secretary will be considered final.
- 16) The staff posted by the bidder/contractor in PHC have no right for appointment or absorption on Government job.

- 17) After allotment of PHC to bidder, MOU should be signed by bidder within 15 days and after that bidder should start running the PHC within 1 month. If not then a penalty of Rs. 1000/- per day will be charged. If the bidder fails to start running of PHC within 3 months from the date of agreement the contract shall be terminated and the performance security shall be forfeited.
- 18) NGO's can also apply for bid to run a PHC in rural areas.
- 19) Any person/ institute who is debar in last three years by any department/venture of state government will not be eligible to take part in bidding process.
- 20) The Director(PH) reserves the right to reduce the number of PHCs / to delete the name of PHCs mentioned in this RFP.
3. In point no. 7 of RFP sentence, "bid security deposit of Rs. 60,000/- per PHC" should be read instead of "Security performance deposit of Rs. 5.00 Lacs per PHC (Refundable at the end of contract period).
4. Financial proposal format of Form-C is replaced as-

"Form-C"

Format for Financial Proposal

A	Name of PHC(s)	
B	Number applied for	
C	Per month unit cost of running a PHC	Rs. (in figures) _____ per month Rs. (in word) _____ per month

D. The rates shown above are inclusive of all taxes, levies etc.

E. The rates shown above includes payment towards Salary to staff engaged, Administrative charges, maintenance charges and other miscellaneous charges incidental to running the PHC.

Signature

(The signatory must be the same person(s) who have signed the letter of transmittal.)

5. The following forms are attached to the RFP:-

- 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.
- Annexure D: Additional Conditions of Contract.

6.

Last Date to obtain RFP form	14.09.2015
Last Date for submission of bids	15.09.2015 on 5.00 PM
Opening of Technical bid	16.09.2015 on 11.00 AM

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 behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

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

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

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract

Doc1

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 legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

 Decl

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is MISSION DIRECTOR, N&HM
The designation and address of the Second Appellate Authority is PRINCIPLE SECRETARY, MEDICAL & HEALTH

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Decl

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. Grounds of appeal:

.....
.....
..... (Supported by an
affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature



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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 Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.



Doc 1