



**BIKANER TECHNICAL UNIVERSITY, BIKANER**  
(Aligning with 21<sup>st</sup> Century: The Century of Consciousness)

Karni Industrial Area, Pugal Road, Bikaner Pin: 334004 Ph. 0151- 2250940,  
2250950 E-mail id : [reg@btu.rajasthan.gov.in](mailto:reg@btu.rajasthan.gov.in); Web Site: [www.btu.ac.in](http://www.btu.ac.in)



Ref. No.- 4138

Dated: 6/9/22

**LIMITED BID DOCUMENT**  
**Rule 16 of RTPP Rules, 2013**

Bikaner Technical University (BTU), Bikaner invites bids through limited bidding process under Rajasthan Transparency in Public Procurement Act, 2012 & Rules, 2013 for supplying of following goods/Services from experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria and terms and conditions as described in the bid document as appended below:-

S. No.	Name of work/ services	Estimated Cost in Rupees	Bid Price
1.	<b>Supply of stationary and General items</b>	2.00 Lacs	Rs. 200/-

**IMPORTANT DATES:**

Date of issue of bid document	06/09/2022
Last Date of submission of bid document	14/09/2022 upto 1.00 p.m.
Date of Opening of bid	14/09/2022 at 3.00 p.m.

**Instruction to bidders: -**

The bidders must note the following points carefully before submission of the bid.

1. The detailed scope of work as well as terms and conditions for "**Supply of stationary and General items**" have been given in bid document which may be downloaded from [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or university website [www.btu.ac.in](http://www.btu.ac.in)
2. The interested Bidders may submit their Bids along with Demand Draft towards the cost of Bid Price (non-refundable) drawn in favor of "**Bikaner Technical University, Bikaner**" payable at Bikaner.
3. The above demand drafts must reach physically in the office of Registrar, BTU Bikaner on or before last date & time as mentioned above failing which bids shall not be considered.
4. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on the next working day at the same time excluding online submission of the bid.



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5. Bids received after the prescribed time and date will not be considered.
6. The University reserves the right to accept any bid or reject any bids, without assigning any reason thereof and without incurring any liability, whatsoever in favor of the bidder(s).
7. Validity of the rates shall be 90 days from the date of opening of Price Bid.
8. Any information provided in support of the bids must be properly annexed, numbered, and duly signed.
9. Any ambiguous conditions quoted in the application may lead to summarily rejection of the quotation.
10. Bidders are required to read the document carefully before filling the bids. At the time of submission, every page duly numbered must be signed by the authorized signatory.
11. In case of any query arises regarding the interpretation of the scope of work, T & C in the bid document, Registrar will be the final authority to make the decision. The Registrar may be contacted at Mobile No. **9414203308** or Mail to [reg@btu.rajasthan.gov.in](mailto:reg@btu.rajasthan.gov.in)

  
**Registrar**

**Bikaner Technical University**

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दि. 6/9/22

Copy to following for information and necessary action:

1. PS to Hon'ble Vice Chancellor, BTU
2. Web admin for uploading bid document on University website  
[www.btu.ac.in](http://www.btu.ac.in)
3. Nodal Officer Procurement for uploading bid document on  
[www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).
4. Notice Board

  
**Registrar**

**Bikaner Technical University**



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**TECHNICAL BID**

The bidder should provide the following particulars along with relevant supporting documentation:

1.	NIB Number and Date	
2.	Bid for (name of goods/services for which the bid is submitted)	<b>Supply of stationary and General items</b>
3.	Name of the bidder/Firm	
4.	Address of the firm submitting the bid (Photo ID Proof shall be attached)	Address..... ..... Contact No..... Email Id.....
5.	Address of the procurement Entity	Bikaner Technical University Karni Industrial Area, Pugal Road, Bikaner Pin: 334004
6.	PAN No	
7.	GST No. (copy of GST registration certificate shall be attached)	
8.	The Bid Price amounting to Rs.....has been deposited vide Demand Draft Number..... Dated.....	
9.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed.	

**Enclosures:**

- (i) Copy of GST Registration Certificate
- (ii) Undertaking for non-black listing as above
- (iii) Form A, B, C, D duly signed by the bidder
- (iv) Complete bid document duly sealed and signed by the bidder

1. We confirm that we shall abide by all the terms and conditions contained in the application for pre-qualification.

**Date:-**

**Place: -**

**Name & Signature of Bidder with date & seal**



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**Price Bid**

1.	NIB Number and Date	
2.	Bid for (name of goods/services for which the bid is submitted)	<b>Supply of stationary and General items</b>
3.	Name of the bidder/Firm	
4.	Address of the firm submitting the bid (Photo ID Proof shall be attached)	Address..... ..... ..... Contact No..... Email Id.....
5.	Address of the procurement Entity	Bikaner Technical University Karni Industrial Area, Pugal Road, Bikaner Pin: 334004

S. No.	Item Name	Specifications	Approx. Quantity	Rate per unit (Without GST)	GST %	Sample (Required)
1	Acknowledgement Book (Peon Book)	80 Sheets, 75 GSM paper	20			No
2	All Pin Pkt.	T Shaped, Packet of 100 Pieces	30			No
3	Ball Pen (Blue)	045 Reynolds Fine Carbure Blue	200			No
4	Ball Pen (Blue Green, Red, Black)	Reynolds Trimax Pen	150			No
5	Brown Tape	3", 50 meter per piece, Cello/Wonder/MyGlue	20			No
6	Photocopy Paper Rim	A4 Size, 75 GSM JK Copier/Spectra/Century Star	400			No
7	Colored Sticky Flag	Desmat/Sndia or equivalent	20			No
8	File laces	Big Size, Packet of 50 Psc.	11pkt			No
9	File Pad	10"x15", Khaki	30			No
10	Stick File	Best quality	30			<b>Yes</b>
11	Glue Stick	15 gm, Kores/Fevistik	80			No
12	High Lighter	Faber-Castell/Luxor/Camel	50			No
13	Office File( Two Piece	Khaki Colour, Printed as	1000			<b>Yes</b>





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	File(444))	per sample			
14	Pencil	HB, Natraj/Doms/Apsra	5 pkts		No
15	2 hole Punching Machine Big	Punching Capacity More than 100 Sheets Make: Kangaro	15		No
16	Dispatch Register	128 page, Ajay/Neelgagan	20		
17	Receipt Register	128 Page, Make: Ajay/Neelgagan	20		No
18	Register 120 Page	60 GSM, 120 ruled sheets size 295x187mm with hard cover Make: Neelgagan	20		No
19	Register 180 Page	60 gsm, 180 ruled sheets size 295x187mm with hard cover Make: Neelgagan	20		No
20	Register 240 Page	60 gsm, 240 ruled sheets size 295x187mm with hard cover Make: Neelgagan	20		No
21	Stamp Pad	Colour Blue, Size Medium, Ashoka/Camel	20		No
22	Stamp Pad	Colour Red, Size Medium, Ashoka/Camel	20		No
23	Transparent Tape	3", 50 meter per pic, Cello/Wonder/Myglue	10		No
24	Transparent Tape	2", 50 meter per pic, Cello/Wonder/Myglue	10		No
25	Transparent Tape	1", 50 meter per pic, Cello/Wonder/Myglue	10		No
26	White Ink Correction Pen	Faber-Castell/Natraj/Kores	50		No
27	Craft paper envelopes	9"x4", 80 GSM Paper (1000 PC in 01 PKT)	02pkt		No
28	Dak Pad	Four Side Folding, Neelgagan/Ajay	20		No
29	Index File	Pulp Board, Cloth Binding, Neelgagan/Ajay	30		No
30	Laminated Envelopes	10"x5", 80 GSM Paper (1000 PC in 01 PKT)	02pkt		No
31	Paper Weight	Good Quality	20		No
32	Permanent Marker	Camlin/Luxor/Faber-Castell	20		No
33	Punching Machine Small	Punching Capacity 20 Sheets Make: Kangaro/Kores	20		No



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34	Spring File	Laminated Card Board, Printed as per sample	200			<b>Yes</b>
35	Stapler Machine	No. 10, Kangaro/Kores	20			No
36	Stapler Machine	No. 45, Kangaro/Kores	20			No
37	Stapler Pin Pkt.	No. 24/6, Kangaro/Kores	100			No
38	Stapler Pin Pkt.	No. 10, Kangaro/Kores	100			No
39	Correction tape	Faber- Castell/Natraj/Kores	20			No
40	Heavy Duty stapler (Capacity 200 pages on higher )	Kangaro DS 23 S24 FL	5			No
41	Stapler pin	23/24H Kangaro DS 23 S24 FL	30			No

**Terms and conditions:**

1. GST shall be paid extra as applicable on above items by the government from time to time.
2. Rate shall be inclusive of all charges i.e. transportation, loading, unloading, toll tax insurance of goods etc.
3. Any discount i.e. quantitative discount and others may also be mentioned in details.
4. Lowest bidder shall be decided on the basis of item wise rates and supply order to be issued accordingly to the L1 bidders.
5. Goods will be delivered within a stipulated period as mentioned in the conditions of bid.
6. Supplier should ensure at his level that the supplied items are of original make and in good quality/condition and make should be as per bid document.

**Place:**  
**Date:**

**Name & Signature of the  
Bidder with Seal**



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**GENERAL TERMS AND CONDITIONS**

**(SR FORM-16 RULE 68 OF GFAR-II)**

Note: Bidders should read the conditions carefully and comply strictly while sending their Bids.

1. "Bids by bona-fide dealers": -Bids shall be given only by bona-fide dealers in the services. They shall, therefore, furnish a declaration in prescribed form.
2. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.  
(ii) No new partner/partners shall be accepted in the firm by the contract or in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
3. **GST Registration and Clearance Certificate:-**No Dealer who is not registered under the GST prevalent in the State where his business is located shall Bid. The GST Registration Number/TIN No. should be quoted and a GST clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable or ejection.
4. Rate shall be filled both in words and figures. There should not be errors and/or over writings. Corrections if any should be made clearly and initialed with dates. The rates should mention element of the GST separately.
5. **Validity:-**Bids shall be valid for a period of 90 days from the date of opening of Technical Bid.
6. The approved Supplier shall be deemed to have carefully examined the conditions, scope of work, etc., of the services to be provided. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the bid, refer the same to the BTU and get clarifications.
7. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
8. The contract for the supply/services can be repudiated at any time by the Purchase Officer, if the supplies/services are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.





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9. Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.
10. **Specifications:-**
- (i) All article supplied shall strictly conform to the Specifications, trade mark laid down in the BID form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
  - (ii) The supply of articles marked with asterisk/at serial number ....., shall in addition, conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the purchase committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the bidders.
  - (iii) Warranty/Guarantee Clause:- The bidder would give guarantee that the goods/stores/articles would continue to conform to the description, make and : quality as specified for a period of one year from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of one year the said goods/stores/articles be discovered not to conform to the description, make and quality aforesaid or have determined (and the decision of the purchase committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality on such rejection the goods/stores/articles will be at the sellers risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase committee, otherwise the bidder shall pay damage as may arise by reason of the breach of the conditions.
  - (iv) In case of machinery and equipment also, guarantee will be given as mentioned in Clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipment's operative. The bidder shall also replace machinery and equipment's in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

**11. Inspection**





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- (a) The University inspection committee /UPC authorized shall have power to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be desired.
  - (b) The bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name & address of the person who is to be contacted for the purpose.
12. **Samples:** The articles marked within the schedule for samples shall be accompanied by two set of samples of the articles properly packed & signed. Such samples should be submitted personally in the office. A receipt will be given for each sample by the officer receiving the samples.
  13. Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
  14. Approved samples will be retained free of cost and shall not be returned. The BTU, Bikaner shall not be responsible for any damage, wear and tear or loss during testing, examination, etc during the period these samples are retained. The BTU, Bikaner shall in no way make arrangements to return the samples.
  15. Samples not approved, shall be collected by the unsuccessful bidder. The BTU, BIKANER will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
  16. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical , tests shall be carried out in BTU, BIKANER and in reputed testing house like MSME Testing Station, Jaipur and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.
  17. **Draw of samples:** - In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the officer for reference and record.
  18. **Testing Charges:** - Testing Charges shall be borne by the BTU, BIKANER. In case urgent testing is desired to be arranged by the bidder or in case of test result showing that supplies are not up to the prescribed standards or specifications , the testing charges shall be payable by the bidder.
  19. **Rejection:-**
    - (i) Art Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the procurement committee.
    - (ii) If, however, due to exigencies of BTU, BIKANER, such replacement either in whole or in part, is not considered feasible, the procurement committee after giving an opportunity to the bidder of being heard shall for reasons to be



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recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

20. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Registrar shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.
21. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea. rail. road and. air. delivery of the material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder shall be liable to make goods such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
22. The contract for the supply can be repudiated at any time by the Registrar, if the Supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.
23. Direct & indirect canvassing on the part of the bidder or his representative will be a disqualification.
24. (i) **Delivery Period:-** The bidder whose BID IS accepted shall arrange supplies within a period of 15 days from the date of supply order issued by the University authorized Head of offices/ DDO, BTU, BIKANER.  
(ii) **Extent of Qty.-** Repeat orders:- If the orders are placed in excess of the quantities shown in the BID notice, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender as per provisions of procurement rules.  
(iii) If the purchase officer does not purchase any of the Bided articles or purchase less than the quantity indicated in the BID form, the bidder shall not be entitled to claim any compensation.
25. **Agreement and Performance Security (P.S.): -**
  - (i) Successful Bidder will have to execute an agreement in the Form SR- 17 on stamp of Rs 500/- at his own expenses and deposit performance security equal to 5% of the value of the contact for which Bids are accepted within 15 days from the date of dispatch on which the acceptance of the Bid is communicated to him.
  - (ii) The B.S. deposited at the time of Bid will be adjusted towards P.S. and the P.S. amount shall in no case be less than earnest money.
  - (iii) No interest will be paid by the department on the security money.
  - (iv) The forms of P.S. shall be as below: —
    - (a) Bank Draft or Banker's Cheque of a scheduled bank;
    - (b) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small saving issued by a Post office in Rajasthan. If the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid



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and formally transferred in the name of procuring entity with the approval of Head Post Master.

- (c) Bank Guarantee/s of a scheduled bank; It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security.
  - (d) Fixed Deposit Receipt (FDR) of a scheduled bank, it shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. Performance security furnished in the form specified in clause (b) to (d) shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder.
  - (v) The P.S. shall be refunded after one month of the expiry of contract on satisfaction completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the Bidder.
26. **Forfeiture of P.S.:-**Security amount in full or part may be forfeited in the following cases
- a. When any terms and conditions of the contract are breached.
  - b. When the Bidder fails to provide services or execute work satisfactorily.
  - c. Notice of reasonable time (Maximum 15 days' notice) will be given in case of forfeiture of P.S. The decision of the B.T.U. in this regard shall be final.
27. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counterpart of the agreement.
28. The time specified for delivery in the Bid form shall be deemed to be the essence of the contract and the successful Bidder shall arrange providing services within the period on receipt of the order from the Purchase Officer.
29. **Insurance:-**
- (1) The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may be insured the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz.



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(war, rebellion, riot etc.) The insurance charges will be borne by the supplier and state will not be required to pay such charges incurred.

**30. Payments:-**

(i) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the concern Head of offices/DDO, BTU, BIKANER by which the supply order was issued. All remittance charges will be borne by the bidder.

(ii) In case of disputed items, the amount pertains to disputed items shall be with held and will be paid on settlement of the dispute.

(iii) Payments in case of those goods which need testing shall made only when such tests have been carried out, test results received conforming to the prescribed specification.

31. The time specified for delivery in the BID form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the supply order from the Head of office / DDO of BTU, Bikaner.

32. **Liquidated Damages:-** In case of extension in the delivery period with liquidated damage the recovery shall be made as per provision of financial rules.

33. The maximum amount of liquidated damage shall be 10%.

34. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

35. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

**36. Risk & Cost clause:-**

The competent authority of BTU, BIKANER without prejudice to his right against the approved supplies in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.

(i) A notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the supplier shall delay or suspended the execution of the work so that either in the judgment of the competent authority, he will be unable to perform the work by the satisfaction of BTU, Bikaner or has already failed to complete the work by the time.

(ii) If the supplier commits breach of the terms & conditions the contract.



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- (iii) When the supplier has made himself liable for action under any of the cases aforesaid, the competent authority, shall exercise power:-
- (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall be liable to be forfeited and shall be absolutely at the disposal of BTU, BIKANER.
- (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original SP, if the whole work had been executed by him of the amount of which excess, the decision of the Registrar/BTU, BIKANER shall be final and conclusive and shall be borne and paid by the original SP that may be deducted from any money due to him by the BTU, BIKANER or from his bid security, performance security. However the original SP shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipment's or entered into any engagements or made advances on account of execution/performance of contract.
37. **Recoveries:** Recoveries of liquidated damages, risk & cost, shall ordinarily be made from bills. Amount may also be withheld to the extent of L.D./risk & cost and in case of failure in satisfactory completion of the work assigned; an amount of risk & cost along with amount of liquidated damages shall be recovered from his dues and P.S. available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
38. Bidders must make their own arrangement to obtain import license, if necessary.
39. If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the BTU.
40. The BTU reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or any one or more of the articles for which Bidder has been given or distribute items of works to more than one bidder.
41. The Bidder shall furnish the following documents at the time of execution of agreement:-
- Attested copy of partnership Deed in case of Partnership Firms.
  - Registration Number, registration certificate and year of registration in case partnership firm is registered with Registrar of Firms.
  - Address of residence and office, telephone numbers in case of Sole Proprietorship and R/C of firm.
  - Registration issued by Registrar of Companies in case of Company.
  - Power of Attorney if any





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42. If any dispute arise out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department (HVC) who will appoint this representative as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final and abide.
43. All legal proceeding, if necessary arise to institute may by any of the parties (Bikaner Technical University or Contractor) shall have to be lodged in courts situated in Bikaner, Rajasthan and not elsewhere.
44. All other/remaining general terms & conditions shall apply as laid down in Rajasthan Transparency in Public Procurement Rule-2013 and RTPP Act 2012.
45. **Successful bidder should supply the ordered material in requisite quantity placed by different Head of offices /DDO's of BTU within the stipulated period issued time to time.**

**Note: - I have read the above terms and conditions of contract carefully and I shall abide by the same in the event of successful bidder.**

Place:

Signature of  
Bidder with Seal



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**AGREEMENT**  
**(SR FORM-17 RULE 68 OF GFAR-II)**

1. An agreement has been made this.....day of.....between..... (herein after called—the “The Approved Service Provider”, which expression shall, where the context so admits, be deemed to include heirs, successors, executors and administrators) of the one part and the Bikaner Technical University (hereinafter called the –BTU) which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Service Provider has agreed with the BTU to provide services to the BTU, Bikaner, at its head office as well as branches offices throughout Rajasthan, all those articles set for thin the schedule appended here to in the manner set for thin the conditions of the Bid and contract appended herewith and at the rates set forth in column.....of the said schedule.
3. And whereas the approved Service Provider has deposited a sum of Rs.....in.....
  1. Cash/Bank Draft/Challan No./Banker Cheque No.....dated.....
  2. Bank guarantee of any of the scheduled banks in the prescribed format.
4. Now these presents witness:
  - (1) In consideration of the payment to be made by the BTU through.....at the rates set forth in the schedule hereto appended approved Service Provider will duly perform the said services set forth in.....and.....thereof in the manner set forth in the conditions of the bid and contract.
  - (2) The conditions of the bid and contract for open Bid enclosed to the Bid notice number.....dated.....and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
  - (3) Letter nos.....received from the bidder and letters nos.....received by the BTU and appended to this agreement shall also form part of this agreement.
  - (4) i. The BTU do hereby agree that if the approved Service Provider shall duly perform the said services in the manner aforesaid observe and keep the said terms and conditions, the BTU will through.....pay or cause to be paid, to the approved Service Provider at the time and the manner set forth in the said conditions, the amount payable for the work.  
 ii. The mode of payment will be as specified below:
    1. ....
    2. ....
5. The delivery shall be affected and completed within the period noted below from the date of work order:-

S. No	Items Quantity	Delivery period



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6. (1) (i) In case of extension in the execution period with liquidate damage, the recovery shall be made on the basis of following percentages of the SLR:
- (a) 1 to 10 days delay -2.5% of bill amount of particular activity/work of examination subject to a minimum of Rs. 100/- per day, whichever is higher.
  - (b) 11 to 20 days delay- 5.0% of bill amount of particular activity/work of examination subject to a minimum of Rs. 200/-per day, whichever is higher.
  - (c) 21 to 30 days delay- 7.5% of bill amount of particular activity/work of examination subject to a minimum of Rs. 300/-per day, whichever is higher.
  - (d) Above 30 days delay Maximum 10% of bill amount of particular activity/work of examination, whichever is higher.

**NOTE:**

- (i) Delay by fraction of a day shall not be considered if this is less than half a day, however more than half a day shall be considered as full day for the computing of LD.
- (ii) Maximum amount of LD shall not be more than 10%.
- (iii) If the SP requires an extension in the stated SLR on account of some hindrance, he shall apply in writing to the authority which has placed the order. This must be done immediately at the time such hindrance has occurred and not after the expiry of the stipulated time (SLR).

(2) Delivery period may be extended with or without LD if the delay in the delivery of services is on account of hindrances beyond the control of the SP.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the HVC, BTU and the decision of the HVC, BTU shall be final and binding for both the parties.

8. For all legal disputes the jurisdiction shall be Bikaner only.

In witness whereof the parties hereto have set their hands on the.....day  
of.....202.....

Signature of the approved Service Provider  
Signature for and on behalf of BTU  
Designation

Date:

Date:

Witness No 1

1. Witness

Witness No 2

2. Witness



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**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 correction 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 purpose of the Bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision 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 specification of the Goods, Works or Service 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



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the procuring Entity as engineer-in-charge/consultant for the contract.

Date:  
Place:

Signature of bidder  
Name:  
Designation  
Address:

**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 Bid 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 Biding 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 specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 conducted or the making of false statement 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:





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**Annexure-C**  
**Grievance Redressal during Procurement Process**

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, BTU, Bikaner**. The designation and the address of the Second Appellate Authority is **Principal Secretary, Technical Education, Government of Rajasthan, Jaipur**.

**(1) Filing an appeal**

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

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing 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 filled only by a Bidder whose Technical Bid is found to be acceptable.

**(2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of 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 Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder 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 postor authorized representative.
- (6) Fee for Filling Appeal**
- (a) Fee for first appeal shall be 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 of fix 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.

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



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**Annexure-D**  
**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, that 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 quality, the unit price shall prevail and the total price shall be corrected, unless in the opinion in 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 in the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Deceleration 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 & 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 fail to do so, the Procurement 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)**



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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.

Date:

Signature of bidder



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**बोलीदाता/सेवाप्रदाता द्वारा घोषणा**

मैं/हम घोषणा करता हूँ/ करते हैं कि मैंने/हमने जहां कहीं भी Supply of stationary items कार्य किया है उस कार्य हेतु विगत 3 वर्षों में कार्य करते समय पूर्ण न करने के कारण हमें किसी भी सरकारी विभाग/उपक्रम/कम्पनी द्वारा ब्लैकलिस्ट नहीं किया गया है।

हम यह घोषणा करते हैं कि हमें किसी भी न्यायालय ने Supply of stationary items कार्य के संदर्भ में कोई वाद लम्बित नहीं है तथा इस विषयान्तर्गत हमें किसी भी न्यायालय द्वारा दण्डित नहीं किया गया है।

हस्ताक्षर

फर्म का नाम

पता