



BIKANER TECHNICAL UNIVERSITY, BIKANER
(Aligning with 21st Century: The Century of Conscious)

Karni Industrial Area, Pugal Road, Bikaner Pin: 334004 Ph. 0151- 2250940, 2250950

E-mail id: reg@btu.rajasthan.gov.in; Web Site: www.btu.ac.in



Ref. No.- 6559

Dated: 04/03/23

NOTICE INVITING BID (OFFLINE)
(SR FORM-14, RULE 68 OF GFAR-II)

Bikaner Technical University (BTU), Bikaner invites offline bids 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: -

1	Name of Bid/Tender	Food arrangement on 19 and 20 March 2023 for First of Convocation of BTU
2.	Bid Submission Mode	Offline Two Stage Bidding 1. Technical Bid (Packet-1: Consisting Complete bid document along with all necessary documents mentioned with technical bid) 2. Price Bid (Financial Bid)(Packet-2: Consisting price bid only) Both packet-1 and packet-2 should be placed in larger Envelope superscribing Name of Bid
3.	Estimated Cost	Rs. 944000.00 (Nine Lacs Forty four Thousand Only)
4.	Bid Security (@ 2% of the Estimated Cost)	Rs. 18880/=
5.	Bid Price (Non-refundable)	Rs. 500/=
6.	Date and time of availability bid document on the SPPP portal.	04.03.2023
7.	Last date and time for offline submission of bids.	10.03.2023 upto 3.00 p.m.
8.	Date and time of opening technical bid	10.03.2023 at 3.30 p.m.
9.	Date and time of opening Price bid	Qualified bidders shall be informed separately

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A. 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 "**Food arrangement on 19 and 20 March 2023 for First of Convocation of BTU**" have been given in bid document which may be downloaded from www.sppp.rajasthan.gov.in or university website www.btu.ac.in
2. The interested Bidders may submit their Bids along with separate Demand Drafts towards the cost of **Bid Price** (non-refundable) and **Bid Security (EMD)** drawn in favor of "**Bikaner Technical University, Bikaner**" payable at **Bikaner**. 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.
3. 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.
4. Security Deposit (EMD) of the unsuccessful bidders will be returned / refunded after opening the price bids (Financial Bid) and EMD of the successful bidder will be adjusted towards Performance security.
5. Bids received after the prescribed time and date will not be considered.
6. Price Bids (Financial Bids) of only those bidders, found responsive in Technical Bids, shall be opened as per scheduled date & time for which qualified bidder shall be informed separately.
7. 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).
8. Validity of the rates shall be 90 days from the date of opening of Price Bid.
9. Any information provided in support of the bids must be properly annexed, numbered, and duly signed.
10. Bidders are advised to submit the bid strictly based on the terms and conditions and specifications contained in the Bid Document. Conditional bids will be summarily rejected.
11. 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.
12. 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. **9667738170** or Mail to reg@btu.rajasthan.gov.in


Registrar
Bikaner Technical University

SR.No.-6560-62

Date:-04/03/23

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
3. Nodal Officer Procurement for uploading bid document on www.sppp.rajasthan.gov.in



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TECHNICAL BID

(SR FORM 15, RULE 68 OF GFAR-II)

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)	Food arrangement on 19 and 20 March 2023 First of Convocation of BTU Venue: Ravindra Rangmanch, Bikaner
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. (Copy of PAN Card shall be attached)	
7.	GST No. (copy of GST registration certificate shall be attached)	
8.	The Bid Security amounting to Rs 18880/ has been deposited vide	Demand Draft Number..... Bank Name: Date:
9.	The Bid Price (Tender Fee) amounting to Rs. 500/ has been deposited vide	Demand Draft Number..... Bank Name: Date:
11	Eligibility Criteria:-	
11.1	फूड लाइसेंस नंबर (प्रति अनिवार्य संलग्न की जावे)	



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11.2	बोलीदाता को पिछले पांच वर्षों के दौरान राजकीय कार्यालयों में कम से कम 2 समारोह में विशिष्ट भोजन व्यवस्था (न्यूनतम 500 व्यक्तियों प्रति समारोह) के लिये मय केटरिंग करने का अनुभव होना आवश्यक है। जिसके प्रमाणीकरण हेतु सक्षम स्तर से जारी कार्य आदेश/संतोषजनक कार्य पूर्ण करने का प्रमाण पत्र संलग्न करना अनिवार्य होगा, इसके अभाव में बोली स्वीकार्य नहीं होगी।
11.3	बोलीदाता पिछले 5 वर्षों में किसी भी राजकीय कार्यालय, विश्वविद्यालय या विभाग द्वारा ब्लैक लिस्टेड नहीं किया गया इस संबंध में बोली दाता को अपने फर्म के लेटर हेड पर निर्धारित प्रारूप में घोषणा पत्र देना होगा
12.	Form A, B, C, D duly signed by the bidder

Each Bidder shall submit the photo copy of the following self-attested documents:

1. GST registration certificate, PAN Card and Food license number.
2. Proof of Experience as asked at Sr. No. 11.2.
3. Demand drafts of Bid Security (EMD) and Bid fee (Tender fee)
4. Form A, B, C, D duly signed by the bidder

Date:-

Place: -

Name & Signature of Bidder with date & seal



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FINANCIAL BID (PRICE BID)
(SR FORM 15, RULE 68 OF GFAR-II)

1. Name of the firm:
2. Address and Mobile Number:

क्र. सं	कार्य का विवरण (दिनांक एवं समय) स्थान :	मात्रा (लगभग) व्यक्ति	दर प्रति प्लेट कर सहित (रु.)
1	रिहर्सल के बाद डिनर मीनू : (दिनांक 19.03.2023 : समय रात्रि 7.00 बजे) भोजन: दाल मखानी, मटर पनीर, वेज कोफ्ता, वेज रायता, तन्दूरी, मिस्सी रोटी, नॉन, तवा चपाती बटर सहित, सलाद, अचार, पापड़, जीरा राइस, तवा भाजी मिठाई: राजभोग, जलेबी, आइसक्रीम (अमूल) पानी: 200ml मिनरल वाटर (Kinley / Bislery) नोट 1: भोजन व्यवस्था के समय 250 व्यक्ति प्रति काउन्टर के हिसाब से व्यवस्था करनी होगी। नोट 2: रिहर्सल के दौरान 400 नग 200 ml मिनरल वाटर (Kinley/ Bislery) की व्यवस्था भी निविदादाता को करनी होगी।	200	
2	दीक्षान्त समारोह का लंच मीनू: (दिनांक 20.03.2023 : समय दोपहर 1.00 बजे) भोजन: बटर पनीर मसाला, मिक्स वेज, मलाई कोफ्ता (व्हाइट ग्रेवी), दाल फ्राई, वेज पुलाव, बून्दी रायता, तन्दूरी रोटी, नॉन, मिस्सी रोटी व तवा रोटी बटर सहित, पूड़ी सादा एवं पूड़ी पालक, छोटी पकौड़ी, चटनी पापड़, कॉफी(हरी एवं मीठी चटनी), सलाद, अचार, मिठाई : मावा बाटी (स्टफ्ड गुलाब जामून), आइसक्रीम (अमूल) पानी 200 ml मिनरल वाटर (Kinley /Bislery) नोट 1: भोजन व्यवस्था के समय 150 व्यक्ति प्रति काउन्टर के हिसाब से व्यवस्था करनी होगी एवं समस्त सब्जियां लहसुन प्याज सहित व बिना लहसुन प्याज दोनों प्रकार की होंगी। भोजन की व्यवस्था समारोह स्थल पर कुल तीन स्थान पर पृथक-पृथक होगी एवं सभी वेटर्स यूनिफार्म में उपस्थित होने अनिवार्य हैं। नोट 2: उपरोक्त मीनू में प्रस्तावित संशोधन हेतु संवेदक को 24 घण्टे पहले अवगत करवा दिया जावेगा। वीआईपी कॉउन्टर हेतु विशेष बिन्दु:- सर्विस हेतु प्रशिक्षित वेटर्स (यूनिफार्म सहित), उच्च क्वालिटी की बॉन चाईना, क्रोकरी, स्पून (SS), यूटेनसील, क्लॉथ नेपकीन आदि का प्रयोग अनिवार्य होगा।	600 व्यक्तियों तक होने पर 600 से 1000 व्यक्तियों तक होने पर 1000 से 1500 व्यक्तियों तक होने पर	



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नोट:-

1. सप्लाई के समय अग्रिम भुगतान की शर्त स्वीकार्य नहीं होगी। अतः बोली में दर अंकित करते समय अग्रिम भुगतान की शर्त नहीं दी जावे। यदि अग्रिम भुगतान की शर्त लगाई जाती है, तो सशर्त बोली मानकर निरस्त कर दी जावेगी।
2. दीक्षांत समारोह के दिन आने वाले आगंतुकों, छात्रों, अतिथियों, सुरक्षा गार्डों, वॉलंटियर, पेरेट्स इत्यादि के लिए आयोजन स्थल में दो-तीन स्थानों पर पीने पानी कैंपर, पेपर डिस्पोजल की व्यवस्था भी करनी होगी।
3. वित्तीय प्रस्ताव में वर्णित सम्पूर्ण कार्यों की दरों के आधार पर न्यूनतम बोलीदाता का निर्धारण कर कार्यादेश एक निविदादाता के ही पक्ष में जारी किया जावेगा।
4. उपरोक्त भोजन व्यवस्था मय केटरिंग के उपलब्ध करवानी होगी एवं कम से कम 8 तन्दूर भट्टियों की व्यवस्था करनी होगी। बोली में दरें समस्त प्रकार के कर एवं प्रभार यथा परिवहन, पैकिंग चार्ज आदि सम्मिलित करते हुये अंकित की जावे। जी.एस.टी. अतिरिक्त रहेगा।
5. निविदा प्रपत्र में दी गई दरें किसी भी परिस्थिति में बदली नहीं जायेगी। ओवरराईटिंग/कटिंग होने पर उस पर लघु हस्ताक्षर आवश्यक है।
6. संवेदक द्वारा कार्यादेश के अन्दर तीन दिनों के भीतर राशि रु. 500/- के नॉन ज्यूडिशियल स्टाम्प पर हस्ताक्षरित अनुबंध पत्र (एस.आर.-17 प्रपत्र) एवं राशि 18,880/- की प्रतिभूति राशि बीकानेर तकनीकी विश्वविद्यालय, बीकानेर के नाम डिमाण्ड ड्राफ्ट के माध्यम से प्रस्तुत करना होगा।
7. निविदा एवं संविदा की विशेष शर्तें पृथक से संलग्न है। निविदा एवं संविदा की शर्तों के साथ-साथ RTPP Act,2012 and Rules,2013 के प्रावधान लागू होंगे।
8. उपर्युक्त कार्य में मिनरल वाटर, मार्कलेस क्रोकरी मय पेपर नेपकीन, पेपर डिस्पोजल, वांछित वेटर्स मय पोशाक उपलब्ध करवाने होंगे। भोजन व्यवस्था के दौरान प्लास्टिक डिस्पोजल आईटम वर्जित रहेंगे।
9. निविदादाता द्वारा निविदा के समस्त दस्तावेजों पर हस्ताक्षर माय सील अंकित किया जना अनिवार्य है।
10. फूड Licence अनिवार्य रूप से संलग्न किया जाना है।
11. निविदा खुलने से पूर्व किसी भी अन्य शर्त को जोड़ने/हटाने का अधिकार विश्वविद्यालय में निहित रहेगा।

Special Terms and Conditions

निविदा की विशेष शर्तें

1. तकनीकी निविदा एवं वित्तीय प्रस्ताव को अलग-अलग लिफाफों में सील बंद कर लिफाफों पर पार्ट-अ व पार्ट-ब अनिवार्य रूप से अंकित करते हुए, दोनों लिफाफों को एक लिफाफे में सील बंद कर लिफाफों पर कार्य का नाम अंकित करते हुए निविदा प्रस्तुत करनी होगी।
2. बोलीदाता को पिछले पांच वर्षों के दौरान राजकीय कार्यालयों में कम से कम 2 समारोह में विशिष्ट भोजन व्यवस्था (न्यूनतम 500 व्यक्तियों प्रति समारोह) के लिये मय केटरिंग करने का अनुभव होना आवश्यक है। जिसके प्रमाणीकरण हेतु सक्षम स्तर से जारी कार्य आदेश/संतोषजनक कार्य पूर्ण करने का प्रमाण पत्र संलग्न करना अनिवार्य होगा, इसके अभाव में बोली स्वीकार्य नहीं होगी।
3. दरें
 - (i) बोली में दरे शब्दों एवं अंकों दोनों रूप में लिखी जायेंगी। इसमें कोई त्रुटि (Errors) एवं उपरिलेखन (Overwriting) नहीं होना चाहिये। यदि कोई शुद्धि करनी हो, तो स्पष्ट रूप से की जानी चाहिये एवं दिनांक सहित उन पर लघु हस्ताक्षर किये जाने चाहिए।
 - (ii) बोली मूल्यांकन समिति निम्नलिखित आधार पर सारभूत रूप से प्रत्युत्तरदायी बोलियों में अंकगणितीय त्रुटियों का सुधार करेगी:-
 - (क) ईकाई मूल्य (Unit Price) और कुल मूल्य (Total Price) जो ईकाई मूल्य और गाजा (संख्या) को गुणा करने पर प्राप्त होता है, के मध्य यदि कोई विसंगति हो, तो ईकाई मूल्य प्रभावी (Prevail) होगा। अर्थात् ईकाई मूल्य स्वीकार किया जावेगा और कुल मूल्य में सुधार किया जावेगा। जब तक कि बोली मूल्यांकन समिति की राय में ईकाई मूल्य में दशमलव बिन्दु की स्थिति में स्पष्ट गलती रह गई है, ऐसे मामलों में उत्कथित कुल मूल्य प्रभावी होगा और ईकाई मूल्य में सुधार किया जावेगा।
 - (ख) यदि योग के घटकों को जोड़ने या घटाने के कारण योग में त्रुटि रह गयी है तो घटक (Sub Total) प्रभावी (Prevail) होंगे और कुल योग में सुधार किया जावेगा।
 - (ग) यदि शब्दों और अंकों के मध्य कोई विसंगति है तो शब्दों में व्यक्त की गई रकम तब तक प्रभावी होगी, जब तक कि शब्दों में अभिव्यक्त रकम कोई अंकगणितीय त्रुटि से संबंधित न हो ऐसे मामलों में उपर्युक्त खण्ड (क) और (ख) के अध्यक्षीन न रहते हुए अंकों में अभिव्यक्त रकम प्रभावी होगी।
 - (iii) बोली में दरें समस्त प्रकार के कर एवं प्रभार यथा परिवहन, पैकिंग चार्ज आदि सम्मिलित करते हुये अंकित की जावे जी.एस.टी अतिरिक्त रहेगा। अस्पष्ट वाक्य, जैसे "टेक्स पैड" "कर सहित" "एज एप्लीकेबल" का प्रयोग नहीं किया जावे। टैक्स में रियायत मिली हुई है, तो इस बात का स्पष्ट उल्लेख करें एवं इसका प्रमाण भी प्रस्तुत करें। यदि सरकार द्वारा टेक्स में कालान्तर में बढ़ोतरी या कमी की जाती है तो उसी के अनुसार भुगतान किया जावेगा।
 - (iv) बोली में दर अंकित करते समय किसी भी प्रकार की रिबेट / छूट घटाकर शुद्ध दरें (NP) ही दी जावे।

4. सप्लाई के समय अग्रिम भुगतान की शर्त स्वीकार्य नहीं होगी। अतः बोली में दर अंकित करते समय अग्रिम भुगतान की शर्त नहीं दी जावे। यदि अग्रिम भुगतान की शर्त लगाई जाती है, तो सशर्त बोली मानकर निरस्त कर दी जावेगी।
5. वित्तीय प्रस्ताव में वर्णित सम्पूर्ण कार्यों की दरों के आधार पर न्यूनतम बोलीदाता का निर्धारण कर कार्यादेश एक निविदादाता के ही पक्ष में जारी किया जावेगा।
6. खाना बनाने में प्रयुक्त समस्त सामग्री, गेस (व्यवसायिक सिलेण्डर) भट्टी खाना बनाने के सामानों, डिस्पोजल इत्यादि की व्यवस्था निविदादाता को ही करनी होगी, जिसके लिये अलग से कोई चार्ज देय नहीं होगा।
7. खाना बनाने में शुद्ध एव ताजा सामग्री प्रयोग में ली जायेगी।
8. खाना समय पर तैयार कर गरम-गरम परोसा जावेगा। खाना परोसने में प्रयुक्त होने वाली सामग्री यथा थाली, चम्मच, डोंगें इत्यादि बर्तन की व्यवस्था निविदाता को स्वयं करनी होगी।
9. भोजन व्यवस्था के दौरान प्लास्टिक डिस्पोजल आईटम वर्जित रहेंगे।
10. खाना परोसने हेतु स्वच्छ ड्रेस में पर्याप्त संख्या में प्रशिक्षित वेटर्स (सुसज्जित यूनिफार्म सहित) की व्यवस्था फर्म द्वारा की जावेगी।
11. भोजन उच्च गुणवत्ता का होगा तथा सब्जियां ताजा एवं अच्छी गुणवत्ता की ही प्रयोग में ली जावेगी।
12. समस्त भोजन सामग्री कार्यस्थल पर ही तैयार की जावेगी। खाना बनाने में कार्मिशियल गैस सिलेण्डर उपयोग किया जावेगा।
13. प्लेट एक बार ही उपयोग में लाई जायेगी। धोकर दुबारा उपयोग नहीं किया जावे।
14. खाना बनाने में तेल रामदेव/हीरा मोती/थार मूंगफली एवं देशी घी शुद्ध (सरस) प्रतिष्ठित ब्राण्ड के ही प्रयोग में लिये जायेंगे।
15. सभी मिष्ठान को बनाने में देशी घी का ही प्रयोग किया जायेगा।
16. किसी भी न्यूनतम दर वाली निविदा को स्वीकृत करने के लिये विश्वविद्यालय बाध्य नहीं होगा।
17. किसी भी निविदा या निविदा के भाग को बिना कोई कारण बताये रद्द किया जा सकता है।
18. किसी भी प्रकार का विवाद उत्पन्न होने पर न्याय क्षेत्र बीकानेर होगा।
19. बिल दो प्रतियों में मय मूल कार्यादेश के साथ संवेदक द्वारा बैंक खाते के विवरण सहित उपलब्ध करवायेगा।
20. अन्य शर्तें राजस्थान लोक उपापन पारदर्शिता नियमों के सुसंगत प्रावधान में वर्णित अनुसार लागू होगी।
21. श्रम कानून तथा अन्य प्रचलित अधिनियमों की पालना सुनिश्चित करने का दायित्व निविदादाता का होगा।
22. खाना बनाने व केटरिंग के कार्य में लगे व्यक्तियों द्वारा कार्यस्थल पर पान, गुटका, पान मसाला, धूम्रपान का प्रयोग नहीं किया जायेगा।
23. तैयार खाने को परोसने से पहले उसकी गुणवत्ता व स्वाद की जांच विश्वविद्यालय द्वारा गठित समिति के माध्यम से की जायेगी, उसके उपरान्त ही खाना परोसा जायेगा।
24. कार्य समाप्त होने पर भोजन पाण्डाल में उपयोग किये गये बर्तन, थाली, डिस्पोजल इत्यादि संग्रहण हेतु उपयुक्त संख्या में कचरा पात्र रखने होंगे एवं आवश्यक साफ-सफाई की व्यवस्था करनी होगी। कार्य समाप्ति उपरान्त कार्य स्थल की सम्पूर्ण सफाई व्यवस्था निविदादाता को करवानी होगी।
25. समस्त प्रकार के खानों की संख्या 20 प्रतिशत कम अथवा अधिक की जा सकेगी जिसकी सूचना संवेदक को 24 घण्टे पूर्व दी जावेगी।



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26. सामग्री की गुणवत्ता उत्तम न होने / कार्य व्यवस्था संतोषप्रद न होने की अवस्था में भोजन व्यवस्था समिति की अभिशंषानुसार निर्धारित शास्ति आरोपित की जा सकेगी तथा निविदा की शर्तों पर उल्लंघन करने / कार्य संपादित न करने पर नियमानुसार धरोहर / प्रतिभूति राशि जब्त की जा सकेगी।
27. सप्लाई के समय अग्रिम भुगतान की शर्त स्वीकार्य नहीं होगी। अतः बोली में दर अंकित करते समय अग्रिम भुगतान की शर्त नहीं दी जावे। यदि अग्रिम भुगतान की शर्त लगाई जाती है, तो सशर्त बोली मानकर निरस्त कर दी जावेगी।
28. दीक्षांत समारोह के दिन आने वाले आगंतुकों, छात्रों, अतिथियों, सुरक्षा गार्डों, वॉलेंटियर, पेरेंट्स इत्यादि के लिए समारोह स्थल में दो-तीन स्थानों पर पीने के पानी के पानी कैंपर पेपर डिस्पोजल की व्यवस्था भी करनी होगी।
29. वित्तीय प्रस्ताव में वर्णित सम्पूर्ण कार्यों की दरों के आधार पर न्यूनतम बोलीदाता का निर्धारण कर कार्यादेश एक निविदादाता के ही पक्ष में जारी किया जावेगा।
30. उपरोक्त भोजन व्यवस्था मय केटरिंग के उपलब्ध करवानी होगी एवं कम से कम 8 तन्दूर भट्टियों की व्यवस्था करनी होगी। बोली में दरें समस्त प्रकार के कर एवं प्रभार यथा परिवहन, पैकिंग चार्ज आदि सम्मिलित करते हुये अंकित की जावे। जी. एस. टी अतिरिक्त रहेगा।
31. निविदा प्रपत्र में दी गई दरें किसी भी परिस्थिति में बदली नहीं जायेगी। ओवरराइटिंग / कटिंग होने पर उस पर लघु हस्ताक्षर आवश्यक है।
32. उपर्युक्त कार्य में मिनरल वाटर मार्कलेस क्रोकरी मय पेपर नेपकीन, पेपर डिस्पोजल, वांछित वेटर्स मय पौशाक उपलब्ध करवाने होंगे। भोजन व्यवस्था के दौरान प्लास्टिक डिस्पोजल आईटम वर्जित रहेंगे।

Registrar
Bikaner Technical University,
Bikaner



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. The envelopes containing the bid must be marked “BID FOR “**Food arrangement on 19 and 20 March 2023 for First of Convocation of BTU**”.
2. "Bids by bonafide dealers": -Bids shall be given only by bonafide dealers in the Goods. They shall, therefore, furnish a declaration in the Annexure-B as prescribed in RTPP Rules, 2013.

(i) Any change in the constitution of the firm, etc., shall be notified forthwith 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 contractor 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 contractor's receipt for acknowledgment 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 to rejection.
4. The bidder shall sign the tender form at each page and at the end in token of acceptance of all the terms and conditions of the tender.
5. The 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 elements of the GST separately.
6. All rates quoted must be FOR and should include all incidental charges except statutory taxes such as GST which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Bikaner Technical University, Bikaner and the delivery of the goods shall be given as per delivery schedule. Goods to be purchased are for the purpose of official use, hence octroi is not payable. The rates, therefore, should be exclusive of octroi, and local tax.
7. **Purchase Preference:-**Purchase preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.
8. **Validity:-**Bids shall be valid for a period of 90 days from the date of opening of the Technical Bid.



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9. 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 procuring entity and get clarifications.
10. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
11. **Specifications:-**
 - i. All article supplied shall strictly conform to the specifications, trade mark laid down in the tender 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 Procurement Entity/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 and quality as specified for a period of one year days/months 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 and quality aforesaid or have determined (and the decision of the Procurement Entity 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/articles/stores will be at the seller's 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 Procurement Entity, otherwise the bidder shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Entity in that behalf under this contract or otherwise.
 - 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.
 - v. In case of machinery and equipment specified by the Procurement Entity the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment's whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Procurement Entity



who may like to purchase spare parts from them to maintain the machinery and equipment's in perfect condition.

12. Inspection:-

- i.** The Procurement Entity or his dully authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment's/machineries during manufacturing process or afterwards as may be decided.
- ii.** The renderer shall fumish complete address of the premises of his office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

13. Samples: - Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed & signed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train etc. should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in plastic box or in polythens bags at the cost of the bidder.

14. 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.

15. Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. 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 sample shall be collected by the bidder on the expiry of stipulated period. The BTU, Bikaner shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the BTU and no claim for their cost, etc., shall be entertained.

16. 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.

17. 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 laboratories, reputed testing house and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such test.

18. Drawl 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. Once 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.

19. 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 test result



- showing that supplies are not up to the prescribed standards or specifications, the testing charges will be payable by the bidder.
20. **Rejection:**-Articles not approved during inspection or testing shall be rejected and will have to be replaced within 15 days at his own cost within the time fixed by procurement entity. If, however due to exigencies of BTU work, such replacement either in whole or in part, is not considered feasible, the procurement entity giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
 21. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which procurement entity 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 risk and on his account.
 22. The bidder shall be responsible for proper packing so as to avoid damage under normal conditions of transport by sea, rail, road or air and the delivery of material in good condition to the consignee at destination. In the event of loss, damage, breakage or leakage or any shortage the bidder should be liable to make such loss and shortage found at the checking /inspection of the materials by the consignee. No extra cost on such account shall be admissible.
 23. The contract for the supply/services can be repudiated at any time by the procuring entity 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.
 24. Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.
 25. **Delivery Period:**-The bidder whose bid is accepted shall arrange supplies/services within a period of 30 days from the date of supply/work order.
 26. **Extent of quantity-Repeat Orders:** - If the orders are placed in excess of the quantities shown in the tender notice, the bidder shall be bound to meet the required supply. Repeat orders for extra items or additional quantities may be placed on the rate and conditioned given in the tender. Delivery or completion period may also be proportionately increased. The limits of repeat orders shall be as under:-
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works and;
 - ii. 50% of the value of goods or services of the original contract;
 - iii. If the bidder fails to do so, the procurement entity shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.
 27. If the procurement entity does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender document, the bidder shall not entitled to claim any compensation.
 28. **Bid Security:**
 - (a) Bidders have to submit bid Security @ 2% (or Concessional as per RTPP rules, 2013) of the estimated cost of the Bid through Demand Draft/Banker's Cheques physically in favor of "**Bikaner Technical University**" payable at Bikaner. A banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid



Security must remain valid thirty days beyond the original or extended validity period of the bid without which Bids will not be considered.

- (b) **Refund of Bid Security:** - The Bid Security of unsuccessful bidders shall be refunded soon after the contract is signed by the successful bidder and depositing of performance security.
- (c) The Central Government and Government of Rajasthan Undertakings may submit bid security declaration instead of bid security.
- (d) The Bid Security/Performance Security lying with the Department /office in respect of other Bids awaiting approval or rejection or on account of contracts being completed will not be adjusted towards BS/PS for the fresh Bids. The BS may, however, be taken into consideration in case Bids are re-invited.
29. **Forfeiture of Bid Security:** - The Bid Security will be forfeited in the following cases:
- (i) When a bidder withdraws or modifies the offer after the opening of Bid but before acceptance of Bid, if not permitted.
- (ii) When the bidder does not execute the agreement in the prescribed format within the specified period & time.
- (iii) When the bidder does not deposit the Performance Security @ 5% with in specified period after the supply/work order is given within the time specified.
- (iv) When he fails to commence the supply of goods or services or execute work as per supply/work order within the time prescribed.
- (v) If the bidder breaches any provisions of code of integrity prescribed for bidders in the Act and Chapter VI of RTPP rules.
30. **Agreement and Performance Security (Rule 75 & 76 of RTPP Rules, 2013):-**
- (i) Successful Bidder will have to execute an agreement in the Form **SR- 17** on a non-judicial stamp of specified value at his own expenses and deposit performance security equal to 2.5% of the value of the contract 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 Bid security 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 savings 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 and formally transferred in the name of procuring entity with the approval of the Head Post Master.



- (c) Bank Guarantee/s of a scheduled bank; It shall be got verified from the issuing bank. It shall remain valid for a period of 60 days beyond the date of completion of guarantee period.
- (d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of the 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 the 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 (a) to (d) shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- (v) The P.S. shall be refunded after two months of the warranty period of satisfactory supply and installation of the items as per purchase order in case of one time purchase and two months in case delivery is staggered, after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder.
31. **Forfeiture of P.S.:-** Security amount in full or part may be forfeited in the following cases
- When any terms and conditions of the contract are breached.
 - When the Bidder fails to complete supply or provide services or execute work satisfactorily.
 - 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.
- 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.
32. **Insurance:-**
- The goods will be delivered at the destination godown 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 weather or otherwise viz (war, rebellion, riot, etc.). The insurance charges will be borne by the supplier and procuring entity will not be required to pay such charges if incurred.
 - The articles may also be got insured at the cost of the purchaser, if so desired by the purchaser. In such a case the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.
33. **Payments:-**
- 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 procurement entity in accordance with GF & AR, all remittance charges will be borne by the bidder.
 - In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid on settlement of the dispute.



- iii. Payment in case of those goods which need testing shall made only when each such tests have been carried out, test result received conforming to the prescribed specification.
 - iv. Payment-100% after training on the activated service.
34. 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 to provide services within the period on receipt of the order from the Procuring Entity.
35. **Liquidated Damages:-** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the bidder has failed to supply:

I.

(i)	Delay upto one fourth period of the prescribed delivery period	2.5%
(ii)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period	5%
(iii)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period	7.5%
(iv)	Delay exceeding three fourth of the prescribed delivery period	10%

II. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

III. The maximum amount of liquidated damages shall be 10%.

IV. 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 supply.

V. 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. **Recoveries:** Recoveries of liquidated damages, risk & cost, shall ordinary be made from bills. The amount may also be withheld to the extent of L.D./risk & cost and in case of failure in the 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 of recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
37. Bidders must make their own arrangements to obtain import licence if necessary.
38. 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 procurement entity.
39. 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 stores to more than one firm/supplier.
40. The Bidder shall furnish the following documents at the time of execution of the agreement:-
- i. Attested copy of Partnership Deed in case of Partnership Firms.
 - ii. Registration Number, registration certificate, and year of registration in a



- case partnership firm is registered with Registrar of Firms.
- iii. Address of residence and office, telephone numbers in case of Sole Proprietorship and R/C of the firm.
 - iv. Registration issued by Registrar of Companies in case of Company.
 - v. Power of Attorney if any
41. If any dispute arises 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 University (HVC) who will appoint his representative as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final and abide.
 42. All legal proceedings, if necessary arise to institute may by any of the parties (Bikaner Technical University or Contractor) have to be lodged in courts situated in Rajasthan and not elsewhere.
 43. All other/remaining general terms & conditions shall apply as laid down in Rajasthan Transparency in Public Procurement Act 2012 and Rules, 2013.

Place:

Signature of Bidder with Seal

Date:-



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 t his 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 suppl 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 value of stores which the tendered has failed to supply:
- (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) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day
- (ii) Maximum amount of agreed LD shall not be more than 10%.
- (iii) If the Supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

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

Date:

Signature of bidder

Place:

Name:

Address:

Designation



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Annexure B

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted tofor procurement ofin 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 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 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.
- (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.



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(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 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 in 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 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 fails 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 one than more 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.

Date:

Signature of bidder



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Annexure-

UNDERTAKING

1. I the undersigned certify that I have gone through the terms and conditions mentioned in the bid document and undertake to comply with all the terms and conditions mentioned in the bid document.
2. The rates/discount quoted will be valid and binding upon me for the entire period of contract/validity.
3. I hereby undertake to supply the items as per specifications given in the bid document /purchase order within stipulated period, if I qualify in the bidding process.
4. I give the rights to the Bikaner Technical University to forfeit the security deposit (EMD) paid by me if any delay occurs on my part or if I fail to comply with the terms and conditions mentioned in the bid document.
5. I hereby declare that my Company is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law.
6. I further certify that I am competent officer in my firm/company to make this declaration.
7. Further I am aware that if any of the information given by me is found to be wrong in future then legal action can be taken against me and my bid will be considered as canceled.

(Signature of the Bidder)

Name

Designation

Seal

Date:

Address: