



**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. - BTU/2023-24/2350

Dated: 05/10/23

**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 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.	Item Name and specifications	Estimated Cost in Rupees (Including GST)	Security Deposit in Rupees	Bid Price in Rupees	Last Date and time of submission of bid document	Date and Time of Opening of bid
1	<b>Supply of Paper Ream and Spring Files</b>	1.65 Lacs	3300.00	200.00	12.10.2023 Till 4.00 p.m.	13.10.2023 11.00 a.m.

**Instruction to bidders: -**

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

1. The particulars of the goods as well as terms and conditions for "**Supply of Paper Ream and Spring Files**" 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 **separate demand** drafts drawn towards the cost of Bid Price (non-refundable) and Security Deposit (EMD) drawn in favor of "**Bikaner Technical University, Bikaner**" payable at Bikaner.
3. The bid document along with demand drafts and necessary document must reach to the office of Registrar, BTU Bikaner before the 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.
5. 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).
6. Validity of the rates shall be 90 days from the date of opening of Bids.

*[Handwritten signatures and initials]*



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7. Any information provided in support of the bids must be properly annexed, numbered, and duly signed.
8. Any ambiguous conditions quoted in the application may lead to summarily rejection of the quotation.
9. 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.
10. In case of any query arises regarding the interpretation of the scope of work, T & C in the bid document, Registrar, BTU will be the final authority to make the decision. In case of any query the N. O. Procurement may be contacted at Mobile No. 8279219400 or Mail to [po@btu.rajasthan.gov.in](mailto:po@btu.rajasthan.gov.in).

Registrar  
Bikaner Technical University



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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 Paper Ream and Spring Files</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.	Bid to be addressed	Registrar 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.	The Security deposit amounting to Rs.....has been deposited vide Demand Draft Number..... Dated.....	
10.	The rates for the supply for the following items are as under and the quantity to be supplied noted against each:	



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S. No	Specifications	Qty.	Rate (Rs.)	GST Rate	Price including GST (Rs.)	Total amount including GST (Rs.)	Sample Required
1.	A4 Ream, Color: White, 75 GSM, Make: JK Copier/ Trident Spectra/ TNPL/ Century.	600					No
2.	Spring File (Laminated Card Board, Printed as per sample provided by store) Make: Neelgagan or Equivalent	600					Yes

**Terms and conditions:**

1. The bidder has to submit sample of Spring File mentioned at S. No. 2 (without printing) along with the bid document so that quality can be judged.
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 05 days from the date of purchase order.
6. Supplier should ensure at his level that the supplied items are in good quality/condition and make should be as per bid document.

All the details mentioned above are true and correct and if the BTU observes any misrepresentation of facts on any matter at any stage, BTU has the right to reject the proposal and disqualify us from the process.

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

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



**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 **“Supply of Paper Ream and Spring Files”**”.
2. "Bids by bonafide dealers": -Bids shall be given only by bonafide dealers in the Goods.
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. **Validity**:-Bids shall be valid for a period of 90 days from the date of opening of the Technical Bid.
8. 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.
9. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
10. **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.

**11. Inspection:-**

- i.** The Procurement Entity or his duly 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 furnish 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.

- 12. 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.
- 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 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.
- 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 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.
- 17. 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.
- 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 test result



- showing that supplies are not up to the prescribed standards or specifications, the testing charges will be payable by the bidder.
19. **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.
  20. 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.
  21. 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.
  22. 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.
  23. **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.
  24. 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.
  25. **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, Bikaner**" 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.
26. **Forfeiture of Bid Security:** - The Bid Security will be forfeited in the following cases:
- When a bidder withdraws or modifies the offer after the opening of Bid but before acceptance of Bid, if not permitted.
  - When the bidder does not execute the agreement in the prescribed format within the specified period & time.
  - When the bidder does not deposit the Performance Security @ 5% within specified period after the supply/work order is given within the time specified.
  - When he fails to commence the supply of goods or services or execute work as per supply/work order within the time prescribed.
  - If the bidder breaches any provisions of code of integrity prescribed for bidders in the Act and Chapter VI of RTPP rules.
27. **Agreement and Performance Security (Rule 75 & 76 of RTPP Rules, 2013):-**
- Successful Bidder will have to execute an agreement in the Form **SR- 17** on a non- stamp of specified value at his own expenses and deposit performance security equal to 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.judicial
  - 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.
  - No interest will be paid by the department on the security money.
  - The forms of P.S. shall be as below: —
    - Bank Draft or Banker's Cheque of a scheduled bank;
    - 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.
    - 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.
    - 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.
28. **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.

29. **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.
  - 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.
  - Payment-100% after training on the activated service.
30. 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.
31. **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%



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(iv)	Delay exceeding three fourth of the prescribed delivery period	10%
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- 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
32. 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.
33. 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.
34. 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.
35. 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:-



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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 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 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 Filing 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



**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/Goods 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 Supplier 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 supply 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:

(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%

**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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**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: