



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: coe@btu.rajasthan.gov.in; Web Site: www.btu.ac.in



NIB Ref. No.- 108

Date: 23/01/2024

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

Bikaner Technical University, Bikaner hereby invites online e-Bids under RTPP Act 2012 & Rules 2013 for procurement of following works/services from experienced, technically and financially sound & reputed bidders fulfilling eligibility criteria as described in the bid document. The e-Bids shall be submitted online only on the e-proc portal www.eproc.rajasthan.gov.in up to the date and time mentioned below:-

| S. No. | Name of work/ services | Estimated Cost | Bid Security | Bid Price (Non-refundable) | RISL Processing Fee (Non-refundable) | Duration Of Work |
|--------|--|----------------|--------------|----------------------------|--------------------------------------|------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | Collection of written Answer Books from the University examination centers, Deliver Answer Books to coordinator/ assessment Centre and bring back to University Head Quarter | Rs. 38.00 Lacs | Rs. 76000.00 | Rs.1000/- | Rs. 500/- | Two Year |

Important dates for all above works: -

| S. No. | Events | Date | Time |
|--------|---|---|------------|
| 1 | Online availability of Bid document (Till date) | 23.01.2024 | |
| 2 | Pre Bid Clarification meeting | 29.01.2024 | 02:00 PM |
| 3 | Last date and time for online submission of Bid | 02.02.2024 | 05:00 PM |
| 4 | Last date for physical submission of Bid Security, Bid Price, and RISL processing fee | 02.02.2024 | 03:00 PM |
| 5 | On line opening of pre-qualification Bid/Technical Bid | 03.02.2024 | 12.00 Noon |
| 6 | On line opening of Price Bid | To be informed separately to technically qualified bidders. | |

J. B. MISHRA

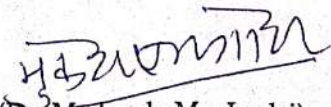




Instruction to bidders: -

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

1. The e-Bid document is available on the e-proc portal www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and University website www.btu.ac.in. Interested Bidders may download the e-Bid document, corrigendum, and clarifications from the e-tender portal.
2. The interested Bidders may submit their e-Bids along with separate Demand Drafts towards the cost of Bid Price (non-refundable) and Bid Security drawn in favor of "**CoE, BTU Bikaner**" payable at Bikaner and RISL Processing fee (non-refundable) in favor of "**Managing Director, RISL**" payable at Jaipur from any scheduled commercial Bank duly put in sealed envelopes.
3. The above demand drafts must reach physically in the office of Registrar, BTU Bikaner on or before last date & time as mentioned above failing which bids shall not be considered.
4. Interested bidders are required to get Digital Signature Certificate & password under the IT Act 2000 to sign & submit their proposal online on the website www.eproc.rajasthan.gov.in on or before the scheduled dates mentioned in NIB.
5. 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.
6. The University reserves the right to accept any bid or reject any bids, without assigning any reason thereof and without incurring any liability, whatsoever in favor of the bidder(s).
7. Validity of the rates shall be 90 days from the date of opening of financial Bid.
8. The contract period shall be for **two year** which may be extended as per RTPP Rules 2013 with mutual consent.
9. Financial and technical bids should be submitted separately in the prescribed form online on the website as mentioned in NIB within the scheduled date & time.
10. 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.
11. Any information provided in support of the bids must be properly annexed, numbered, and duly signed.
12. Any ambiguous conditions quoted in the application may lead to summarily rejection of the quotation.
13. Bidders are required to read the document carefully before filling electronically bids. At the time of submission, every page duly numbered must be signed by the authorized signatory. The Bid document may be downloaded or seen on the website mentioned herein NIB.
14. The final work order may be cancelled at any time during the duration of work if the services of the service provider found unsatisfactory.
15. In case of any query arises regarding the interpretation of the scope of work, T&C in the bid document, CoE will be the final authority to make the decision. The CoE may be contacted at Mobile No. 9414052529 or Mail to coe@btu.rajasthan.gov.in


(Dr Mukesh M. Joshi)

Controller of Examinations



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TECHNICAL BID

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

| | | |
|-----|--|---|
| 1. | NIB Number and Date | |
| 2. | Bid for (name of goods/services for which the bid is submitted) | Collection of written Answer Books from the University examination centers, Deliver Answer Books to Co-coordinator /assessment Centers and bring back to University Head Quarter |
| 3. | Name of the bidder/Firm | |
| 4. | Name and designation of the person authorized to make commitments to Bikaner Technical University (BTU) | |
| 5. | Address of the firm submitting the bid (Photo ID Proof shall be attached) | Address: Contact No: Email Id: |
| 6. | Address of the procurement Entity | CoE, Bikaner Technical University Karni Industrial Area, Pugal Road, Bikaner Pin: 334004 |
| 7. | PAN No. (Copy of PAN Card shall be attached) | |
| 8. | GST No. (Copy of GST registration certificate shall be attached) | |
| 9. | The Bid Security amounting to Rs. _____ has been deposited vide Demand Draft Number: _____ Dated: _____ Bank Name: _____ | |
| 10. | The Bid Price amounting to Rs... _____ has been deposited vide Demand Draft Number: _____ Dated: _____ Bank Name: _____ | |
| 11. | The RISL Processing Fee amounting to Rs.: _____ has been deposited vide Demand Draft Number: _____ Dated: _____ Bank Name: _____ | |



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| | |
|-----|---|
| 12. | Eligibility Criteria:- <ol style="list-style-type: none">1. Bidder should have successfully accomplished at least two work of Collection of written Answer Books from the University examination centers, Deliver Answer Books to coordinator/ assessment Centre and bring back to University Head Quarter (Scope of work) to Govt./Semi Govt/Autonomous/Local bodies/Govt. undertaking etc. costing Rs. 8 lacs in any one year in last three financial years (2020-21, 2021-22 and 2022-23). (Copy issued by the competent authority shall be enclosed).2. Minimum annual average turnover of the bidder for the scope of work in the last 3 financial years (2020-21, 2021-22 and 2022-23) should not be below Rs. 10.00 Lacs for which balance sheet/Audit Report/Annual Turnover Certificate duly verified by chartered Accountant must be enclosed.3. Bidder should have to submit undertaking on Rs. 50 NJS Stamp for sufficient number of vehicles & man power (own/engaged) in respect to fulfillment of general terms & conditions number 05 of bid document. |
| 13. | Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed. |

Verification

1. We confirm that we shall abide by all the terms and conditions contained in the application for pre-qualification.
2. 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.
3. We shall be obliged to enter a confidentiality agreement with BTU for secrecy.
4. We have enclosed copies of all the relevant documents as mentioned below:-
 - (i) PAN CARD
 - (ii) GST Registration
 - (iii) Experience Certificate
 - (iv) Balance Sheet/CA audit report/Turnover Certificate
 - (v) Bid Security/Bid fee and RISL fee
 - (vi) Form A, B, C, D

Date:-

Place: -

Name & Signature of Bidder with date & seal



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Financial Bid

(Don't fill price here. Fill price in BOQ only)

NIB No. :-
Name of Bidder :-
Address :-
Tel./Mobile No. :-

| S. No. | Particulars of work- | Rate (in Rs.) including all taxes | |
|--------|---|-----------------------------------|----------|
| | | In figures | In words |
| 1 | Collection of written Answer Books from the University examination centres, Deliver Answer Book to Co-ordinator/assessment Centre and bring back to University Head Quarter Rate per kg for Centres situated at Bikaner. | | |
| 2. | Rate per kg for Centres situated in the cities within 400 kms. Radius from Headquarters i.e. Bikaner. | | |
| 3. | Rate per kg for Centres situated in the cities more than 400 kms. Radius from Headquarter i.e. Bikaner. | | |

Taxes shall be quoted in below format:-

| Sr. No. | Type of Taxes | Rate of Taxes |
|---------|---------------|---------------|
| 1- | GST | |

NOTE:-

- 1) Rate shall be inclusive of all charges and taxes i.e. loading, unloading, toll tax insurance of goods, GST, etc.
- 2) Kilometers of cities shall be considered as per kms. fixed for road travels by the Govt.
- 3) **L-1 will be determined on the basis of rate quoted for the item at sr. no. 2 (For Centre's situated in the cities within 400 KM) by the bidder.**
- 4) **Rate should be filled only in BOQ available at e-procurement portal.**

Place:
Date:

Name & Signature of the Bidder with Seal



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General Terms & Conditions

1. The envelopes containing the bid must be Marked “BID FOR “**Collection of written Answer Books from the University examination centres, Deliver Answer Book to Co-ordinator/assessment Centre and bring back to University Head Quarter**”. **This envelope must contain three DD/Banker Cheque for Bid Price, Bid Security and RISL fees all documents must submit on scheduled date and time without which no bid shall be considered.**
2. Bid Security:- A Demand Draft/bankers cheque for **Rs.76000 (Rupees Seventy Six Thousand only)** in the name of **COE, Bikaner Technical University, Bikaner** payable at Bikaner must submit on schedule date & Time, without which no Bid shall be considered.
3. University will provide details about the time schedule for examination, list of examination centers, registered numbers of students in each subject etc.
4. Examination centers are normally from amongst the affiliated colleges of BTU, the list of which shall be provided to contractor. All the centers are situated in Rajasthan State. Kms. of cities shall be considers as per Kms. fixed for road travels by the Govt. Colleges/Exam centers situated of any place in the city shall not be considered for calculation of Kms.
5. **Answer books have to be collected from the centers within 4 hrs of the completion of examination on the particular day and have to be delivered to BTU, Bikaner within 48 for the centers situated within 400 Kms. and within 72 hrs for the centers situated more than 400 Kms from the university.**
6. The contractor has to ensure the safe, secure transportation of answer books packets and other material in sealed condition to the University in all weather conditions. Vehicles which will be used for picking the material must be properly secured & covered from all sides for maintaining secrecy.
7. University consignment handled by the contractor is of highly confidential nature and is not subjected to any inspection by any authority other than University official authorized for the purpose by the COE only. The authorization will be provided by BTU.
8. Before receiving the packets from the centers, the contractor has to ensure that the answer books of different subjects are packed separately by the examination centers and forms (as specified by Controller of Examination Office) are properly filled and pasted on each packet, before handing over to contractor.
9. The packet pickers have to be provided proper identity cards by the firm & the detail will have to be submitted in BTU-Exam office and their credentials are to be established by agency before assigning confidential task, and shared with BTU.
10. Vehicle should have proper registration, fitness, permit etc. with R.T.O. & insurance with authorized agency. The driver must have proper & valid driving License.



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11. If holiday happens on the date of opening/ selling/ receiving of the Bids, the same shall be shifted on the next working day with same time and place except uploading on e-procurement portal.
12. University reserves the right to reject any one or all the Bids without assigning any reason for the same.
13. In any case of any dispute/ interpretation of rules / terms & conditions etc the matter shall be placed before Hon'ble Vice Chancellor, BTU, Bikaner for final decision and shall be binding for both the parties.
14. Any legal proceeding if necessary arises to *institute* may by any of the parties shall have to be lodged in courts situated in Bikaner and not elsewhere.
15. In case of natural calamity/ situation beyond control of the contractor, the extension may be granted for the delayed period with or without compensation, which shall be decided by the University taking into account the gravity of situation. i.e. on merit.
16. This Bid is valid for two year w. e. f. date of issue of order which may be extended as per RTPP rule 2013 with mutual consent
17. Insurance: The material will be delivered at the destination (in BTU, Bikaner) in perfect condition. The vender has to get the material insured against loss by the destructions or damage, fire, flood under exposure to weather or otherwise (war, rebellions, riot etc.). The insurance charges will be borne by the vendor and the university will not be required to pay such charges. The insurance should invariably be with Govt. Insurance Company of India or its subsidiaries.
18. Compensation of Rs. 5000/- per day shall be charged for delay (Max 10% of work order amount). However the vender has to deliver the material within three days after the prescribed time limit compulsorily failing which university may forfeit B.S/P.S and other appropriate action may be initiated.
19. The bidders who are found responsive in technical bid shall be informed separately for opening of financial bid.
20. Validity of Bids shall be 90 Days from the date of opening of Financial Bid.
21. All other terms & conditions shall be applicable as laid down in RTPP Act 2012 and Rules 2013.
22. Performance security @5% of order value shall have to be deposited by the successful bidder along with agreement in accordance with the instructions given in work order.
23. The bidder preferably should provide carrier vehicles which are covered and can be locked for safe transportation of answer books.
24. Risk & Cost Clause:-



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

- i) If bidder having been given by the CoE/BTU, a notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter of if the bidder shall delay or suspended the execution of the work so that either in the judgment of the CoE/BTU, he will be unable to perform the work by the satisfaction of BTU or has already failed to complete the work by the time.
- ii) If the bidder commits breach of the terms & conditions of the contract.
- iii) When the bidder has made himself liable for action under any of the cases aforesaid, the CoE/BTU, shall exercise power:-
 - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, performance security shall liable to be forfeited and shall be absolutely at the disposal of BTU.
 - (b) To get the work done through other service provider and in such case an expenses which may be incurred in excess, of the sum which would have been paid to the original bidder, if the whole work had been executed by him of the amount of which excess, the decision of the CoE/BTU shall be final and conclusive and shall be borne and paid by the original bidder may be deducted from any money due to him by the BTU or from has bid security, performance security. However the original bidder shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipment's or entered into any engagements or made advances on account of execution/performance of contract.

26. Bidder should have sufficient number of vehicles & man power (own/engaged) in respect to fulfillment of general terms & conditions number 08 of bid document.

27. गोपनीय कार्यो में नियुक्त कार्मिको का पुलिस वेरिफिकेशन प्रमाण पत्र लेना संवेदक का सुनिश्चित करना होगा।

28. यात्रा में प्रयुक्त होने वाला वाहन छः वर्ष से पुराना नहीं होना चाहिए।

NOTE: - I have read the terms & conditions of the Bid carefully and I shall be abide by them.

Signature & Name of the Bidder with date & seal



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SCOPE OF WORK/SUPPLY

(Examination Centers from where answer books has to be collected)

| S. No. | CITIES | NO. OF COLLEGES |
|---------------|---------------|------------------------|
| 1 | JODHPUR | 03 |
| 2 | BARMER | 01 |
| 3 | PALI | 01 |
| 4 | AJMER | 02 |
| 5 | ALWAR | 03 |
| 6 | SIKAR | 03 |
| 7 | PILANI | 01 |
| 8 | BIKANER | 02 |
| 9 | JHUNJHUNU | 02 |
| 10 | SRIGANGANAGAR | 01 |
| 11 | NEEMRANA | 01 |
| 12 | ABU ROAD | 01 |
| 13 | DUNDLOD | 01 |
| 14 | SUMERPUR | 01 |

This list is tentative and likely to change in future.



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बोलीदाता / सेवाप्रदाता द्वारा घोषणा

मैं/हम घोषणा करता हूँ/ करते है कि मैने/हमने उत्तर पुस्तिका संग्रहण कार्य जहां कही भी किया है उस कार्य हेतु विगत 3 वर्षों में कार्य करते समय पूर्ण न करने के कारण हमे किसी भी सरकारी विभाग/उपक्रम/कम्पनी द्वारा ब्लैकलिस्ट नही किया गया है।

हम यह घोषणा करते है कि हमें किसी भी न्यायालय ने उत्तर पुस्तिका संग्रहण कार्य के संदर्भ में कोई वाद लम्बित नही है तथा इस विषयान्तर्गत हमें किसी भी न्यायालय द्वारा दण्डित नही किया गया है।

हस्ताक्षर

फर्म का नाम

पता



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

(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



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

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

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: