

BIKANER TECHNICAL UNIVERSITY, BIKANER (Aligning with 21st 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; Web Site: www.btu.ac.in

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

Date: 23 01 2024

Ref No: -109

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)	Durati on Of Work
1	2	3	4	5	6	One
1.	Hiring of Vehicles as and when Required	Rs. 17.70 Lacs	Rs. 35400.00	Rs.1000/-	Rs.500/-	Year

for all above works: -II

ipor	tant dates for all above worlds.	Date	Time
s.	Events		
No.	On line availability of Bid document (Till	23.01.2024	
1	On line availability of Did users date) Pre Bid Clarification meeting	29.01.2024	02:00 PM
1.	Last date and time for online submission of	02.02.2024	05:00 PM
3	Bid Last date for physical submission of Bid	02.02.2024	03:00 PM
4	Security Bid Price, and RISE processing	03.02.2024	11.30 AM
5	On line opening of pre-qualification Bid/Technical Bid On line opening of Price Bid	To be informed s technically quali	separately to fied bidders.

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
 - 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





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"Bikaner Technical University" payable at Bikanerand RISL Processing fee (nonrefundable) 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 one 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. The final work order may be cancelled at any time during the duration work if the services of the service provider found unsatisfactory.
- 14. 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.
- 15. 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 9414876323 or email at reg@btu.rajasthan.gov.in

Registrar **Bikaner Technical University**





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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				
	Bid for (name of goods/services for which the bid is submitted)	Hiring of Vehicles as and when Required			
3.	Name of the bidder/Firm				
	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			
	PAN No. (Copy of PAN Card shall be attached)				
	GST No. (copy of GST registration certificate shall be attached)				
8.	The Bid Security amounting to Rs	has been deposited vide Demand Draft Bank Name:			
9.	The Bid Price amounting to Rs	has been deposited vide Demand d:Bank Name:			
	The RISL Processing Fee amounting to Rshas been deposited vide Demand Draft Number:Dated:Bank Name:				
11.	 vehicles to Govt./Semi Govt/A costing Rs. 8lacs in any one ye and 2022-23). (Copy issued by 2. Minimum annual average turned 3 financial year (2020-21, 202) Lacs for which balance sheet/A chartered Accountant must be 6. 3. Bidder should have to submit number of vehicles (at least 	ally accomplished at least two work of renting Autonomous/Local bodies/Govt. undertaking etc. ear in last three financial years (2020-21, 2021-22) the competent authority shall be enclosed). over of the bidder of renting of vehicles in the last 1-22 and 2022-23)should notbe below Rs. 10.00 Audit Report/Turnover Certificate duly verified by enclosed. undertaking on Rs. 50 NJS Stamp for sufficient five to seven vehicles at a time) & man power fillment of University requirement.			
	Form A, B, C & D as prescribed in Raj 2013 duly signed is also enclosed.	asthan Transparency in Public Procurement Rules,			



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 Certificates
 - (iv) CA Audit Report/Balance Sheet/Turnover Certificate
 - (v) Bid Security/Bid fee/RISL fee
 - (vi) 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 (SR FORM 15, RULE 68 OF GFAR-II)

(Don't fill rates here fill rates in BOQ only)

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S.	Type of	Particulars			
No.	Vehicle				
	Swift Dezire /Equivalent Vehicle	(i)	Rent per day upto 150 km (AC)		
1		(ii)	Rent per day per km for running more than150 km (AC)		
1		(iii)	Rent per day upto 150 km (NON-AC)		
		(iv)	Rent per day per km for running more than150 km (NON-AC)		
		(i)	Rent per day upto 150 km (AC)		
	Bolero/ Tavera /Equivalent Vehicle	(ii)	Rent per day per km for running more than150 km (AC)		
2		(iii)	Rent per day upto 150 km (NON-AC)		
		(iv)	Rent per day per km for running more than150 km (NON-AC)		
3					
	EquivalentV	(ii)	Rent per day per km for running more than 150 km (AC)		
	ehicle	(iii)	Rent per day upto 150 km (NON-AC)		
		(iv)	Rent per day per km for running more than150 km (NON-AC)		
4	Mini Bus (32	(i)	Rent per day upto 150 km		
	Seater)	(ii)	Rent per day per km for running more than150 km		
5	Mini Bus (42	(i)	Rent per day upto 150 km		
	Seater)	(ii)	Rent per day per km for running more than150 km		
6	Bus (52	(i)	Rent per day upto 150 km		
	Seater)	(ii)	Rent per day per km for running more than 150 km		

GST rate applicable: ------

NOTE:-

- 1) Rate should be filled only in BOQ available at e-procurement portal.
- 2) Rate shall be inclusive of all charges fuel, loading, unloading, toll tax, GST etc.
- 3) Lowest (L1) will be determined item wise (S.No. 1, 2, 3, 4, 5 and 6) and category wise ((i) (ii) (iii) and (iv)).

Place:



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SPECIAL TERMS AND CONDITIONS

- वाहनों का उपयोग बीकानेर तकनीकी विश्वविद्यालय से संबद्धमहाविद्यालयों के निरीक्षण, विश्वविद्यालय के परीक्षा विभाग (गोपनीय प्रश्न पत्रों एवं उत्तर पुस्तिकाओं के बंडल को लाने व ले जाने) एवं अन्य कार्यों के लिए के लिए किया जा सकेगा। बीकानेर तकनीकी विश्वविद्यालय क्षेत्राधिकार में आने वाले जिले जोधपुर, बाड़मेर, पाली, अजमेर, अलवर, सीकर, पिलानी, झुंझुनू ,श्रीगंगानगर, नीमराना, आबू रोड, डूंडलोद एवं सुमेरपुर है। वाहन का प्रयोग राजस्थान के अन्य जिलों में भी किया जा सकेगा।
- 2. न्यूनतम बोलीदाता फर्म को ही प्राथमिकता दी जायेगी।
- 3. राजस्थान परिवहन अधिनियम/नियमों के अधीन पंजीकृत वाहनों के लिए ही निविदाएं मान्य होंगी।
- 4. विश्वविद्यालय द्वारा वाहन मांगने पर तत्काल (3 घंटे में) उपलब्ध करवाना होगा।
- 5. वाहन की प्रति किलोमीटर, प्रति दिन डीजल सहित दरें देनी होगी। दरें स्पष्ट पठनीय अंकों व शब्दों में बिना कांट—छांट देनी होगी। निविदा प्रपत्र के साथ रूपये 35400 / धरोहर राशि(as per RTPP rules 2013 rule no. 42) बैकर्स चैक/डीडी द्वारा " बीकानेर तकनीकी विश्वविद्यालय, बीकानेर" के नाम से जमा करवानी होगी।
- अर्नेस्टमनी, निविदा शुल्क तथा ई—निविदा शुल्क के अभाव में निविदा पूर्णतया निरस्त मानी जाकर उस पर विचार नहीं किया जायेगा।
- 7. निविदा में वाछिंत प्रपत्रों को स्कैन कर अपलोड करना आवश्यक है। आनॅलाइन निविदा के साथ अपरिहार्य रूप से निविदा ऑनलाइन करने का रजिस्ट्रेशन प्रमाण पत्र प्रस्तुत करने होंगे। किसी भी निविदा को बिना कोई कारण बताये निरस्त करने का अधिकार विश्वविद्यालय को होगा।
- 8. निविदा स्वीकृत होने पर रूपये 88500 / (as per RTPP rules 2013 rule no. 75) रू. डीडी द्वारा प्रतिभूति राशि के रूप में 'बीकानेर तकनीकी विश्वविद्यालय, बीकानेर'' के नाम से जमा करवाने होंगे जिस पर कोई ब्याज देय नहीं होगा तथा उक्त राशि अनुबंध के सुचारू रूप से सम्पूर्ण होने के बाद नियमानुसार लौटाई जावेगी। निविदा के साथ जमा कराई गयी धरोहर राशि प्रतिभूति राशि में समायोजित कर ली जावेगी।
- छ. ठेकेदार द्वारा लोग शीट निर्धारित प्रारूप में संधारित की जाएगी जो कि बिल के साथ तीन प्रतियों में प्रस्तुत की जाएगी।
- 10. सभी विधिक कटौतियां जैसे कि आयकर टीडीएस, जीएसटी टीडीएस इत्यादि भुगतान के समय लागू नियमानुसार की जाएगी।
- 11. उपापन समिति किसी व्यक्ति, फर्म,ट्रैवल एजेंसी जो स्वयं के नाम से टैक्सी के रूप में पंजीकृत वाहन रखते हो से निविदाएं स्वीकार करने पर विचार कर सकेगी।
- 12. सफल बोलीदाता को नियमानुसार देय राशि के नोन—ज्यूडिशियल स्टाम्प पर 07 दिवस में अनुबंध करना होगा।
- 13. वाहन में किसी भी प्रकार की टूटफूट, चालान चोरी अथवा ऐक्सीडेंट होने पर उसके लिये वाहन मालिक ही उत्तरदायी होगा। विश्वविद्यालय की इस संबंध में कोई जिम्मेदारी नहीं की जावेगी। वाहन मालिक की पूर्ण रूपेण जम्मेदार होगा तथा मुआवजे की भरपायी करेगा।



- 14. वाहनों का उपयोग कार्यालय दौरों एवं परीक्षा सामग्री के परिवहन हेतु राजस्थान राज्य से बाहर भी किया जा सकेगा जिसका कोई अतिरिक्त चार्ज देय नहीं होगा।
- 15. वाहन उपयोग हेतु स्वीकृत दरों के अतिरिक्त किसी भी प्रकार का भुगतान नहीं किया जायेगा न ही अग्रिम रूप से भुगतान किया जायेगा। राज्य सरकार को नियमानुसार देय समस्त प्रभार / टैक्स, जी.एस.टी, टॉल टैक्स आदि का भूगतान स्वयं संवेदक द्वारा किया जायेगा।
- 16. विश्वविद्यालय द्वारा बीकानेर से बाहर जाने हेतु प्रयोग में लिए गये वाहन का भुगतान यात्रा के कुल दिनों को न्यूनतम किलोमिटर प्रतिदिन की दूरी से गुणा करके या यात्रा के दौरान कुल तय की गई दूरी में से जो भी ज्यादा होगा के अनुरुप किया जाएगा।
- 1. वाहन 150 किमी से कम चलने पर 150 कि. मी. का भुगतान किया जाएगा
- 2. दिन की गणना वाहन उपयोग लेने वाले अधिकरी के पास वाहन पहुचने की दिनांक व समय यात्रा पूर्ण कर अधिकारी द्वारा वाहन को छोडने की दिनांक व समय से की जायेगी।
- 17. वाहन एवं वाहन चालक के समस्त कागजात (RC, DL, Permit and Insurance) नियमानुसार पूर्ण एवं अद्यतन होने चाहिए।
- 18. वाहन का पंजीकरण, बीमा संबंधी व्यय एवं ड्राईवर के लाइसेंस आदि की व्यवस्था संवेदक की होगी। यदि परिवहन विभाग द्वारा कोई पैनेल्टी लगाई जाती है तो उसके भुगतान का दायित्व संवेदक का होगा। समस्तदस्तावेजों (वाहन पंजीकरण, बीमा, रोड़ टैक्स, टोल टैक्स, ड्राईवर के लाइसेंस आदि) की प्रमाणित प्रतिलिपि कार्यालय में प्रतिमाह बिल के साथ प्रस्तुत करनी होगी।
- 19. किसी भी यांत्रित / परिस्थितिजन्य त्रूटि के कारण विश्वविद्यालय प्रयोजनार्थ की जा रही यात्रा में यदि विश्वविद्यालय को अतिरिक्त मूल्य वाहन की व्यवस्था करने पर वहन करना होता है तो उक्त राशि फर्म के बिल में से समायोजितकी जावेगी।
- 20. परीक्षा सामग्री की गोपनीयता बनाये रखने हेतु फर्म अथवा वाहन चालक या उसके प्रतिनिधी द्वारा रवाना होने, पहुंचने, परिवहन की जाने वाली सामग्री एवं रूट आदि के विषय में किसी अन्य व्यक्ति को जानकारी नहीं दी जावेगी।
- 21. वाहन चालक को विश्वविद्यालय द्वारा दिये गये समय पर ही परीक्षा केन्द्रों पर परीक्षा सामग्री पहुचाने हेतु विशेष सर्तकता एवं गोपनीयता बरतनी होगी।
- 22. अनुमोदित प्रदायक को यह सुनिश्चित करना होगा की प्रत्येक वाहन विश्वविद्यालय कार्य हेतु प्रयुक्त होना है में किलोमीटर रिंडिंग दर्शाने वाला मीटर सही ढंग से चल रहा है।
- 23. किसी स्थान विशेष की विश्वविद्यालय प्रयोजनार्थ यात्रा में यदि किलोमीटर रिंडींग असामान्य रूप से परिवर्तित होना प्रतीत होती है तो किमी का निर्धारण पीडब्लुडी/रोडवेज द्वारा प्रकाशित मानचित्र में अंकितानुसार किया जाकर भुगतान उसी अनुरूप किया जा सकेगा।
- 24. अनुबन्ध की अवधि में किसी भी संविदा विरूद्ध स्थिति को असंतोषप्रद ढंग से पुरा किया है तो विश्वविद्यालय को फर्म की धरोहर राशि / प्रतिभूति राशि को पूर्ण अथवा अंशत जब्त करने का अधिकारी सुरक्षित होगा।
- 25. निविदा सूचना प्रपन्न में संलग्न समस्त शर्तो का पालन करने की सहमति देने के प्रमाण स्वरूप निविदा प्रपन्न एवं शर्तों का समस्त पृष्ठों पर हस्ताक्षर करने है।



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- 26. निविदादाता द्वारा बिल मासिक रूप से प्रसुत करने होगा। विश्वविद्यालय द्वारा फर्म का सामान्यतः भुगतान बिल में यदि कोई कमी नहीं है तो बिल प्राप्त होने के तारीख से अधिकतम एक माह की अवधि (अपरिहार्य परिस्थिति को छोड़कर) में भुगतान कर दिया जायेगा।
- 27. सफल निविदाकर्ता अपनी निविदा अथवा उसके सारभूत किसी भी भाग को न तो किसी अन्य एजेन्सी को सौंप सकेगा एवं नहीं किसी को आगे निविदा पर दे सकेगा।
- 28. वाहन पंजीयन टी. श्रेणी का होना चाहिए।
- 29. बयाना राशि निम्न परिस्थितियों में जब्त कर ली जायेगी
 - 1. निविदा स्वीकृति वापस लेता है या प्रस्ताव को उपान्तरीत कर देता है।
 - 2. निर्धारित अवधि में करार का निश्पादन नहीं करता है।
 - 3. निहित समय के भीतर आपूर्ति आदेश के अनुसार वाहन उपलब्ध कराने पर विफल रहता है।
- 30. अन्य शर्तें / सुसंगत प्रावधान विश्वविद्यालय में अंगीकृत बजट, सामान्य वित्तीय एवं लेखा नियम, 1997तथाRTPP Act 2012एवं Rules 2013 में यथा वर्णितानुसार लागू होंगे।
- 31. उपापन समिति किसी भी निविदा को चाहे वह न्यूनतम न हो स्वीकृत करने किसी भी निविदा के बिना कारण बतालाए अस्वीकृत करने और किसी भी निविदा को रद्द करने या किसी या अधिक वस्तुओं जिसके लिए निविदा दी गयी है या भण्डार के मदों को एक फर्म / प्रदायक के अधक वितरित करने का अधिकार सुरक्षित रखता है।
- 32. वाहन बीकानेर से किसी गंतव्य स्थल पर जाने एवं वापस आने पर यात्रा में उपयोग होने वाले ईंधन एवं वाहन की मरम्मत संबंधी समस्त व्यय संवेदक को वहन करने होंगे एवं डीजल की दरों में कमी/वृद्धि दरें प्रभावित नहीं होगी।
- 33. यात्रा के दौरान वाहन चालक किसी भी प्रकार के नशे का सेवन नहीं करेगा तथा विधि एवं नियमों के विरूद्ध कोई कार्य नहीं करेगा।
- **34.** मांग पर वाहन उपलब्ध नहीं होने या वाहन खराब होने की स्थिति में अन्य वाहन की व्यवस्था निविदादाता की जिम्मेदारी पर की जावेगी, जिसकी अंतर राशि की वसूली संवेदक से की जावेगी।
- 35. विश्वविद्यालय परीक्षा का कार्य अतिमहत्वपूर्ण है। वाहन आपूर्ति के संबंध में निर्धारित समय एवं तिथियों का विशेष रूप से ध्यान रखना होगा।
- **36.** विश्वविद्यालय में आपूर्तिकर्ता वाहन का पंजीयन, परमिट, रोड़ टैक्स, बीमा, फिटनेस, पियूसी सर्टिफिकेट इत्यादि की छाया प्रति प्रत्येक यात्रा के साथ प्रस्तुत करनी होगी।
- 37. गोपनीय कार्य हेतू ठेकेदार / फर्म द्वारा गोपनीयता बरते जाने की अण्डरटेकिंग देनी होगी।
- 38. विश्वविद्यालय द्वारा समय–समय पर जारी निर्देशों व उपबंधों की पालना करनी होगी।
- 39. कुलसचिव, वित्त—नियंत्रक, परीक्षा नियंत्रकए, Dean Academics एवं पूल अधिकारी के लिखित आदेश में अंकित वाहन ही उपलब्ध कराया जायेगा। तद्नुसार आदेशानुसार ही भुगतान किया जाएगा।



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- 40. अनुबंध में उत्पन्न होने वाले सभी विवादों के संबंध में कुलपति, बीकानेर तकनीकी विश्वविद्यालय, बीकानेर का निर्णय अंतिम होगा जो अनुबंधकर्त्ता कोबाध्यकारी होगा।
- 41. सभी विवादों का न्याय क्षेत्र बीकानेर होगा।
- 42. सशर्त निविदा स्वीकार नहीं की जाएगी।
- 43. यह अनुबन्ध करार की दिनांक से एक वर्ष तक मान्य होगा जो कि विश्वविद्यालय एवं संवेदक की परस्पर सहमति से नियमानूसार आगे बढाया जा सकता है।
- 44. निविदा ई–प्रोक्योरमेंट साईट से डाउनलोड करके, हस्ताक्षर करके मय आवश्यक प्रपत्रों के स्केन कॉपी स्केन करके ई–प्रोक्योरमेंट साईट पर उपलब्ध करवानी होगी व वित्तीय बिड इसी साईट पर उपलब्ध वित्तीय बिड शीट में ऑनलाईन अंकित करनी होगी।वित्तीय बिड को स्केन करके अपलोड नहीं किया जाना है। भौतिक रूप से निविदा स्वीकार्य नहीं होगी।
- 45. विश्वविद्यालय की वेबसाईट पर भी निविदा अपलोड नहीं की जा सकेगी। उक्त वेबसाईट पर निविदा प्रपत्र मात्र अवलोकनार्थ डाले गए हैं।
- 46. फर्म / ठेकेदार को श्रम नियमों का पालन करना होगा तथा प्रतिमाह बिल के साथ वाहन चालक को दी गई श्रम नियमानुसार मजदूरी का प्रमाण प्रत्र प्रस्तुत करना होगा।
- 47. विशिष्ट परिस्थितियों में विश्वविद्यालय को अनुबन्ध अवधि पूर्ण होने से पूर्व भी समाप्त करने का अधिकार होगा। इसके लिए विश्वविद्यालय से निविदादाता को कोई क्षतिपूर्ति प्राप्त करने का अधिकार नहीं होगा।
- 48. यात्रा में प्रयुक्त होने वाला वाहन छः वर्ष से पुराना नहीं होना चाहिए।
- 49. गोपनीय कार्यो में नियुक्त कार्मिको का पुलिस वेरिफिकेशन प्रमाण पत्र लेना संवेदक का सुनिश्चित करना होगा।
- 50. निविदा एवं अनुबंध के संबंध में अन्य शर्त एवं नियम जिनका उल्लेख उपर नहीं किया गया है राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम 2013 व राजस्थान सरकार के सामान्य वित्तीय एवं लेखा नियमों के प्रावधानों के अनुसार होगी।

कुलसचिव बीकानेर तकनीकी विश्वविद्यालय

उपरोक्त क्र.सं. 01 से 50 तक सभी शर्तें पूर्ण रूप से पढ़ ली हैं एवं समझ ली हैं तथा उक्त समस्त शर्तों को स्वीकार करता हूँ।

निविदादाता के हस्ताक्षर मय सील





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 "Vehicle hiring as and when required".
- 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 filled in BOQ should be inclusive of all taxes (with GST).
- 6. **Validity:-**Bids shall be valid for a period of 90 days from the date of opening of the Technical Bid.
- 7. 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.
- 8. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
- 9. 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.
- 10. Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.





- 11. **Delivery Period:**-The bidder whose bid is accepted shall arrange supplies/services within a period as specified by Head of office from the date of work order.
- 12. **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.
- 13. 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.

14. 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.
- 15. **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.

16. 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 Rs.500/- at his own expenses and deposit performance security equal to 5% of the value of the contact for which Bids are accepted within 07 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.
- 17. **Forfeiture of P.S.:-**Security amount in full or part may be forfeited in the following cases
 - a. When any terms and conditions of the contract are breached.
 - b. When the Bidder fails to complete supply or provide services or execute work satisfactorily.





c. Notice of reasonable time (Maximum 15 days' notice) will be given in case of forfeiture of P.S. The decision of the B.T.U. in this regard shall be final.

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.

18. Insurance:-

- i. 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.
- ii. 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.

19. Payments:-

- i. Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on completion of supply satisfactorily and on submission of bill in proper form by the bidder to the procurement entity in accordance with GF & AR, all remittance charges will be borne by the bidder.
- ii. 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.
- 20. 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.
- 21. **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	5%
	prescribed delivery period	
(iii)	Delay exceeding half but not exceeding three fourth of the	7.5%
	prescribed delivery period	
(iv)	Delay exceeding three fourth of the prescribed delivery period	10%
II	Fraction of a day in reckoning period of delay in supplies	shall he

- **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
- 22. **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.
- 23. 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.
- 24. 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.
- 25. 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
- 26. 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.
- 27. 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.
- 28. 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:-





<u>AGREEMENT</u> (SR FORM-17 RULE 68 OF GFAR-II)

- 1. An agreement has been made this......day of.....between.....between..... (herein after called-the "The Approved Service Provider", which expression shall, where the context so admits, be deemed to include heirs, successors, executers 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.....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





Designation

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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 to10 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:

Signature of the annroved

- (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%.

Sorvico

(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.
- 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.....

Providar

Signature of the approved Service	TTOMACI
Signature for and on behalf of BTU	
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 withan 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 moreparties 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





Karni Industrial Area, Pugal Road, Bikaner Pin: 334004 Ph. 0151- 2250940, 2250950 E-mail id: <u>reg@btu.rajasthan.gov.in</u>; Web Site: <u>www.btu.ac.in</u>

<u>Annexure B</u> <u>Declaration by the Bidder regarding Qualifications</u>

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 Biding Document issued by the Procuring Entity;
- 2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
- 3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
- 4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding;
- 5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:

Place:

Signature of bidder Name: Designation: Address:



BIKANER TECHNICAL UNIVERSITY, BIKANER (Aligning with 21st Century: The Century of Conscious) Karni Industrial Area, Pugal Road, Bikaner Pin: 334004 Ph. 0151- 2250940, 2250950



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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 postor 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 aScheduled 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, affidavitand documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date:

Place:

Signature of bidder Name: Designation: Address:





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Annexure-D

Additional Conditions of Contract

1. Correction of arithmetical errors

- Provided that a Financial Bid is substantially responsive, that Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quality, the unit price shall prevail and the total price shall be corrected, unless in the opinion in the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmeticerror, in which case in the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Deceleration shall be executed.

2. Procuring Entity's Right to very 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 Bidand 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 thedate of expiry of last supply. If the Supplier fail to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among 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:





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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/render the services as per specifications /scope of work 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: