



महाराजा गंगासिंह विश्वविद्यालय, बीकानेर
राष्ट्रीय राजमार्ग न.15 जैसलमेर रोड ,बीकानेर राजस्थान

क्रमांक :प.0-4 ()/मगसविबी/सा.प्र./ निविदा /2018/ 16859

दिनांक : 05/09/18

निविदा सूचना

विश्वविद्यालय में वार्षिक दर संविदा के लिए अनुभवी, पंजीकृत फर्मों/ठेकेदारों से अनुबंध निष्पादन कि तिथि से एक वर्ष के लिए मोहरबंद निविदा आमंत्रित की जाती हैं ,जिसका विवरण निम्नानुसार है :

क्र.सं	कार्य का नाम	अनुमानित लागत (लाखों में)	धरोहर राशि रू.	निविदा शुल्क रू
1.	माइक्रोसॉफ्ट अधिकृत फर्मों द्वारा कैपस रिन्यूअल	3.65	7,300/-	200/-

नोट : 1.बिना धरोहर राशि, सशर्त,अपूर्ण निविदाएँ मान्य नहीं होगी 2. उक्त कार्य के लिए मोहरबंद निविदा लिफाफे में जिस पर प्रथक रूप से निविदा कार्य का नाम अंकित हो, धरोहर राशि मय निविदा शुल्क सहित उपरोक्तानुसार दिनांक 28.09.18 को मध्यान्ह 1:00 बजे तक कुलसचिव कक्ष में जमा की जायेंगी एवं उसी दिन मध्यान्ह 03:00 बजे निविदायें खोली जायेंगी 3.अवकाश की स्थिति में आगामी कार्य दिवस में निविदा प्राप्त कर खोली जायेगी 4.निविदा प्रपत्र एवं शर्तें विश्वविद्यालय की वेबसाइट www.mgsubikaner.ac.in एवं <http://sppp.rajasthan.gov.in> पर उपलब्ध है , उक्त निविदा प्रपत्र एवं शर्तें डाउनलोड कर प्राप्त की जा सकती हैं ।


कुलसचिव

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MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

16859

05/09/18

TENDER NOTICE NO.F.04) MGSU/GAD/ML/ (3805) DT. (20.8.18)

**Tender Document supply of Campus Agreement (Renewal) for
Maharaja Singh University, Bikaner**

PART-A

General Terms and Conditions of tender

1.0 GENERAL TERMS AND CONDITIONS

- 1.1 The bid document may also be downloaded from MGSU website www.mgsubikaner.ac.in/ & <http://sppp.rajasthan.gov.in> Bidders using downloaded tender forms from MGSU website must submit cost of tender document by Demand Draft drawn in favour of Registrar, MGS University, Bikaner, Rajasthan, (Payable at Bikaner) along with technical bid. The bid form downloaded through MGSU website submitted without tender fees will not be accepted.
- 1.2 In the case of foreign manufacturers, the bids should be submitted by the authorized Agents /Representatives, they must enclose authorization letter issued by their manufacturer.

Seal & signature of tenderer

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- 1.3 The University takes no responsibility for delay or non receipt of Tender Document sent by post either way and also reserves the right to accept or reject any or all the tenders in part or full without assigning any reason thereof.
 - 1.4 The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.
 - 1.5 The University at its discretion may extend the last date of submission of tender and opening of tenders. The final authority for acceptance of a Tender will rest with the **University**, who does not bind himself to accept the lowest tender and may accept or reject any or all of the bids received without assigning any reason
 - 1.6 In case of the date of submission and the date of opening of Tender is declared as Public Holiday, the Tender shall be submitted and opened on the next working day at the same time.
 - 1.7 The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in such case, correction shall be initialed by the person or persons signing the bid.
 - 1.8 Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.
 - 1.9 It is advised that the suppliers should drop their Tenders in Tender Box kept in Registrar Chamber, MGSU, Bikaner for this purpose. Tenders sent through post will not be accepted
 - 1.10 The Tender Notice No. F.04()/MGSU/GAD/ML/ 13805 20.8.18 Dt. along with the item code number must invariably be quoted in the bid and for further correspondence in this regard. 16859/02/09/18

2.0 Eligibility Criteria:

Basic pre-qualification criteria for the Tenderer for participation in the tender process are as under:

- i. The tenderer must be incorporated under Indian Companies Act, 1956/The Partnership Act, 1932. Consortium in any form is not allowed. Any change in the constitution of the firm/company shall be notified forth with by the tenderer in writing to Registrar, Maharaja

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Ganga Singh University, Bikaner and such change shall not relieve any former member of the firm/company from any liability under the contract. No new partner/partners shall be accepted in the firm by the tenderer in respect of the contract unless he/they agree to abide by the all its terms, conditions and deposit with Registrar, Maharaja Ganga Singh University, Bikaner, a written agreement to this effects.

- ii. **The firm should be Authorized by Microsoft for Academic Volume Licensing and/ or campus agreement for reselling.**
- iii. The tenderer must bid for the Maharaja Ganga Singh University, Bikaner *as per list* irrespective of their location within that State. Partial bidding would *disqualify* the tenderer.
- iv. The tenderer should have adequate financial resources to undertake the contract. The Tenderer will submit a letter from a financial institution (as unit or groups of same unit) that is willing to fund this project/scheme or should have sufficient reserves as per the audited financial statement.
- v. The tenderer must have 3 yrs. experience in implementation & delivering of Computer Software and Licensing Related related items such as enlisted above. (The tenderer will provide sufficient documentary proof and an undertaking regarding fulfillment of this condition in absence/insufficiency of which tender will not be considered).
- vi. The bidder should have successfully executed the orders of supply (minimum 2 similar works) of such type of Academic Software licensing in Govt. /Semi Govt. organizations/ PSUs/banks/educational institutes in last 3 years.
- vii. The supplier shall offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the currency of the contract.
- viii. The contractor shall make supply free of all charges including freight, insurance and other incidental charges under this warranty clause add-ons included in the Software agreement should also be clearly mentioned
- ix. An authorized original license certificate (eg. Product Keys on Certification of Authenticity) shall be supplied and further that it shall be sourced from its Principal Company or authorized source for use in India.

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All the Tenders should be addressed to:

**Registrar,
Maharaja Ganga Singh University, Bikaner
Jaisalmer Road, National Highway no. - 15, Bikaner**

2.0 SUBMISSION OF BID

- i. The bidders are requested to quote the rates item-wise on FOR destination basis including total price of each item separately indicating the Govt. levies, and other expenditure item-wise. The freight charges and insurance will be borne by the buyer in the case of imported items. For indigenous items supplied by Indian firms. Taxes and other levies, insurance freight etc. if any, should be indicated separately also. **IMPORTANT: Bidder is expected to examine the bidding Documents carefully and are deemed to have received and read all relevant documents. It shall be the responsibility of the bidder to request for copy of any missing document. Failure to do so will be at bidders risk.**
- ii. It may be noted that mere quoting lowest rates will not entitle any firm to get the order. For qualifying technical bid the quality of the item being offered, the past performance, supply etc. will also be taken into consideration. The University may call for any details, explanation, regarding technical & financial aspect.
- iii. The Tender is to be submitted "**Single Stage- Two Envelope System**" i.e. the first sealed envelope will contain full information required to judge pre-qualification signed tender document, tender fee, earnest money, complete details and specification of the item offered including the brochure/ leaflets and original catalogues, list of credentials with documentary evidence i.e., purchase/ work order etc., PAN-Number GST Registration No., Affidavit for not being black listed. It shall be marked as technical BID NO. F.04()/ MGSU/ GAD/ML/ - 13805 - DATED 20/8/18 given in Annexure -II. The second envelope will contain only price quoted by the bidder in the form given at Annexure -III of this document and shall be clearly marked "Price Bid No.F.04()/ MGSU/ GAD/ML/ - 13805 DATED 20/8/18 for MGSU. Both the above envelopes must be separately sealed and shall be kept in one envelope bearing the address of MAHARAJA GANGA SINGH UNIVERSITY and prescribed with bold letter **Tender for supply of Campus Agreement (renewal) for Maharaja Singh University, Bikaner.** The senders address should be mentioned in all

13805 - DATED 20/8/18 16859/05-09-18 ✓
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13805 DATED 20/8/18 ✓

Seal & signature of tenderer

envelopes. Item Number and Name of Item should be mentioned invariably on all envelopes.

- iv. Technical part of the tender will be opened on due date i.e. at 3:00 P.M. on 30/8/18 in the office of the University, in presence of the Representative of the Tenderer, who would like to be present. Scaled Price part of technically and commercially acceptable tenders will be opened on a later day subsequently as decided by the University. The date of opening of financial bid will be communicated by the University to the successful bidders.

3.0 EARNEST MONEY/ SECURITY DEPOSIT

- i. The Earnest Money of Rs.7,300/- must be submitted by the Bidder along with the Tender in the form of Demand Draft only drawn in favour of Registrar, MAHARAJA GANGA SINGH UNIVERSITY payable at Bikaner, Rajasthan (India).
- ii. The Earnest Money shall be forfeited if a bidder withdraws or amends the tender in any respect within the period of validity of his tender or fails to submit security deposit or agreement within the specified period as mentioned in the tender document. Tender shall not be entertained where a tenderer has not furnished adequate earnest money in the prescribed and acceptable form.
- iii. **Exemption/ partial exemption from payment of earnest money/ security deposit;**
 - (a) Earnest money/ security deposit will not be taken from the following: Undertakings, Corporations, Autonomous bodies, Registered Societies Co-operative Societies which are controlled/ managed by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan.
 - (b) Earnest money will be taken @ 0.5% (Half-percent) of the value of the quantity offered for supply by the S.S.I. Units of Rajasthan and security deposit @ 1% of the quantity ordered to be supplied. They will furnish original or Photostat copy, duly attested by Gazetted Officer, of the Registration of SSI. Unit issued by the Director of Industries in respect of the stores for which they are registered.
 - (c) Earnest money and security deposit will be taken @ 1% and 2% respectively of the value of the tender from the Sick Industries (other than S.S.I.)
- iv. Unsuccessful bidder's earnest money will be discharged/ returned without any interest after the concerned purchase is finalized and that of successful bidders will be adjusted (without interest) in security deposit.
- v. **The validity of Tender would be for a minimum period of 90 days from the date of opening of Tenders.** A Bid valid for a shorter period may be rejected by the University as non-responsive. In case the validity is to be extended; the University may solicit the

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Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended, period mutually agreed for.

- vi. The prices should be quoted both in words and figures.
- vii. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized for this purpose. The letter of authorization should bear the signatures of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid.
- viii. To assist in the examination, evaluation and comparison of bids the buyer may, at its discretion, ask the Bidder for a clarification of its bid. However, no change in the price or substance of the bid shall be sought, offered or permitted.
- ix. **The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply with these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the items having different specification will be on Bidder's risk as the University will not entertain such bids. Bids carrying the statement like "specification as per tender document" shall not be entertained. The product specifications supported by technical literature and list of users must be enclosed with Annexure II.**
- x. The placement of work order/purchase order will be according to technical evaluation of the Tender and after consideration of its price worthiness.
- xi. The price to be given in the Tender are fixed prices, irrespective of rise in materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of instruments/software etc., will be entertained after the submission of the tender.
- xii. If the items supplied are not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges for export and re-shipment will be paid by the University.
- xiii. **The authorized Indian agent/Representative should have minimum two years continuous agency/ partnership/ joint venture/ participation or collaboration with their principal foreign supplier.** The documentary proof of such agency ship/ authorization/ MOU should be submitted along with the technical part. If the bid of the firm does not contain the proof of such nomination/authorization, Indian agent will be rejected.
- xiv. The University further reserves the right to accept the Tender for all the items or some of the items for which the Tenderer has quoted the Bid.
- xv. **Bidder has to provide installation and operation and maintenance to University Officials without any additional charges.**

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- xvi. **A period of 30 days will be allowed for delivery of item from the date issue of purchase order.**
- xvii. After sales service is most important to be considered for comparison of the bids. Bid of those firms who do not have Indian / Local Agents to provide after sales and service during warranty period will not be considered. After sales service must be provided at the premises of the Computer Science Laboratory / Offices of MGSU, by the manufacturer or authorized service provider.
- xviii. The Amendment made by the competent authority in the tender document if any will be binding on the tenderer.
- xix. At any time prior to the deadline for submission of bids, the buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment.
- xx. In order to offer prospective Bidder reasonable time in which to take the Amendment into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.

4.0 PAYMENT CONDITIONS

- i. **100% payment will be released on satisfactory supply installation of the item and on furnishing performance Security Deposit for 5 % of the purchase order value and contract agreement.**
- ii. Single bills against one order as per supply order mentioning item code and other details will be accepted.
- iii. The reference of supply order should be submitted for payment.

5.0 SETTLEMENT OF DISPUTE, ARBITRATION

- i. All disputes or difference arising out of or in connection with the contract and supply of any item assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled by the Higher Authorities of the University.
- ii. It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the University will be discharged and released of all liabilities under the contract in respect of these claims.

6.0 LAWS AND REGULATIONS

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The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Bikaner (Rajasthan) shall have exclusive jurisdiction in all matters arising under this Contract.

The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India. The Supplier shall protect, absolve and indemnify the University, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

7.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the expiry of the warranty period and all the payments have been made to the Supplier.

8.0 Forfeiture of earnest money:- The earnest money will be forfeited in the following cases:

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money **as per details mentioned in para 9.0.**

9.0 Agreement and Security deposit:-

- i. Successful tenderer will have to execute an agreement as per rules on non-judicial stamp paper with all terms and condition mentioned in tender form at **Annexure IV** and deposit security equal to 5% of the value of the stores for which tenders are accepted within 7 days from the date of dispatch or communication through fax or e-mail of the letter by which the acceptance of the tender is communicated to the tenderer.
- ii. The earnest money deposited at the time of tender will be adjusted towards security amount. The balance amount of security deposit may be provided in the form of Bank guarantee or demand draft from a nationalized bank in India.
- iii. No interest will be paid by the MGS University, Bikaner on the security money.
- iv. The security money shall be refunded after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee / warranty /agreement if any whichever is later and after satisfied there are no dues outstanding against the tenderer.
- v. Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of

Seal & signature, of tenderer



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Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Security Deposit and shall pay security deposit at the rate of 1 % of the estimated value of tender

vi. Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

7.0 Forfeiture of Security Deposit-

Security amount in full or part may be forfeited in the following cases:-

- i. When any terms and conditions of the contract is breached.
- ii. When the tenderer fails to make complete supply satisfactorily
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the University in this regard shall be final.

8.0 The expenses of completing and stamping the agreement shall be paid by the tenderer and the University shall be furnished free of charge with one executed stamped counter part of the agreement.

9.0 Liquidated damages:-

- i. The time specified for delivery in the tender form shall be deemed to be the part of the contract and the successful tenderer shall arrange supplies within the period from the date of supply order issued by the **Registrar, Maharaja Ganga Singh University, Bikaner (Rajasthan)**.
- ii. 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 tenderer has failed to supply:-

- (a) Delay up to one fourth period of the prescribed delivery period 2.5%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed period 5%
- (c) Delay exceeding half but not exceeding three fourth of the prescribed period.7.5%
- (d) Delay exceeding three fourth of the prescribed period. 10%
- (e) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (f) The maximum amount of liquidated damages shall be 10%

10.0 Recoveries:- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply, and in case of failure in satisfactory replacement by the supplier along with amount of

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liquidated damages shall be recovered from his dues and, security deposit available with the department.

In case recovery is not possible appropriate action will be taken under Rajasthan PDR Act or any other relevant law in force.

REGISTRAR

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PART-B

Specifications of Items

Item No	Item Name	Item Code	Quantity Required	Estimated Cost(Rs)
1	Campus Agreement (renewal)	DsktpEdu ALNG LicSAPk OLV E 1Y Acadm Ent	For 100 users	3,65,000

(with all taxes)

Seal & signature of tenderer

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Annexure-I



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

NO.F.040/MGSU/GAD/ML /

dated

Tender for supply of Campus Agreement (renewal) for Maharaja Singh University,
Bikaner (Rs 3,65,000 Approx.)

for

MAHARAJA GANGA
SINGH UNIVERSITY, BIKANER.

APPLICATION FORM (To be filled by the bidder)

Tender Notice No.

13805
16859

dated EMD

20/8/18

050918



Rs.7300/-

Tender Fees

Rs. 200/-

Last Date of Submission of Tender :

upto to 1.00 P.M.

Date of opening of Tenders :

upto to 3.00 P.M..

1. Name and full address of the: _____

Bidder including Telegraphic _____

Address/Fax No. _____

2. Name and designation of the _____

Head of the Firm/supplier and _____

his Telephone No. _____

3. i) In case the supplier is located out of Rajasthan; specify the authorized Distributor's or Agent's Address in Bikaner, if any.

ii) Name, Designation, Address _____

Telephone & Fax Numbers of the _____

Authorized Person who may be contacted during the process of the
_____ purchase concerned under this
document (Applicable for all the suppliers)

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4. Item Code Number(s) quoted for _____
5. Whether Earnest Money Deposited: Yes / No If yes (Amount: in Rs.) _____,
Demand Draft No, Date, _____ and Name of Issuing Bank _____
6. Tender fees Rs -----/- details DD / Cash receipt No _____, Date _____
and Name of Issuing Bank _____
- 7 GST Certificate: attached (Latest) with PAN Number Yes or No
8. Year of Establishment _____
9. Nature of the Firm/ Company

Company			Firm
Government	Public	Private	Partnership

Put Tick (✓) mark

10. No. of Years providing service _____
11. Previous Experience (Attached documents)
12. Any other details in support of your offer
13. Annual Turnover during last three years (as stated in the eligibility criteria, attach proof):

2014-15	2015-16	2016-17	Total Turnover (in Rs.)

13. Details of 3 years experience in implementation & delivering of the items quoted in NIT (attach successful completion certificates of projects as stated above over a period of 5 years as a proof).
14. Information regarding item manufacturer (attach proof)

S.No.	Name of item	ISO 9001 (Yes or no)	No. of offices in Bikaner/Rajasthan	
			Own	Authorized Service Provider
1	2	3	4	5

All the terms and conditions of the tender documents have been read carefully and are accepted.

Note: Please attach list of offices & centers situated in Bikaner/Rajasthan along with address and phone & Fax numbers. Please attach proof in support of details stated above.

Place:

Date : Legally Binding Signature with stamp

Seal & signature of tenderer

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ANNEXURE - II



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Bid Form For (Name Of The Item) _____

BID FORM FOR TECHNICAL BID Please do not write the Price

Details showing specification and other details of the item offered (Item code No. _____)
(to be filled by the bidder and must be kept marked as Technical Bid" part of the Tender)

S. No.	Item code and name	The Specification (including make and model) offered by the Bidder	Difference in Specifications of tender document and that of Bid, if any	Number	Remarks, if any
1	2	3	4	5	

NOTE:- If this sheet is not sufficient to accommodate the bid, the additional sheets may be used containing the same Performa but all such sheets including this one must be signed on each sheet by the Bidder along with the seal. Separate Bid form should be attached for each item, quoted for.

Signature with date & stamp of the bidder

Seal & signature of tenderer

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[Handwritten signatures and initials in blue ink]

(B)



ANNEXURE -III

MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Bid Form For Price Bid For (Name Of The Item) _____
Details showing specification and other details of the instruments offered (Item code
No. _____)

(To be filled by the bidder and must be kept in "Price Bid" part of the Tender)

Name of the Tenderer (Company/Firm):.....

Address for Correspondence:.....

I/we hereby submit the proposal for supply of Academic Licensed Software and Campus Agreement as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The consolidated rate is quoted in the prescribed format given below:

S. No.	Item code and name	The Specification (Make model) offered by the Bidder	Quoted Price (Rs)
1	2	3	4

Note:

1. The rate should not be provided as a percentage figure.
2. The consolidated rate should include all Govt. and any other levies (e.g. Service Tax /VAT etc.)
3. The tenderer is advised to quote rate in absolute Indian Rupees.
4. No condition will be entertained and conditional tender will be liable to be rejected
- 5 If this sheet is not sufficient to accommodate the bid the additional sheets may be used containing the same Proforma but all such sheets including this one must be signed by the Bidder along with the seal.

Signature with date & stamp of the bidder

Seal & signature of tenderer

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(Handwritten signatures and stamps)

Annexure – IV

Form For Contract Agreement For Supply Of
(Name of the Items with Quantity and Item Code No)

AGREEMENT

An Agreement made this _____ Day of _____ 2018 between M/s

_____ (hereinafter called "The approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part) and Maharaja Ganga Singh University, Bikaner (hereinafter called purchaser which expression shall where the context so admits, be deemed to include his successors in office and assigns) of other part.

1. Whereas the approved supplier has agreed with the Maharaja Ganga Singh University, Bikaner to supply to the University, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended here with and the rates set forth in the purchase order.

2. And whereas the approved supplier has deposited a sum of Rs _____ in _____ . Bank guarantee/ Cash / Bank Draft /Banker Cheque No _____ dated _____.

3. Now these Presents Witness-

I. In consideration of the payment to be made by the MGSU (the purchaser) through cheque at the rates set forth in the schedule hereto appended the approved supplier, will duly supply the said articles set forth and there of in the manner set forth in the conditions of the tender and contract.

II. The conditions of the tender and contract for open tender enclosed to the

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Tender Notice No. F.040/MGSU/GAD/ML/_____, Dt. _____ 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.

III. Letter Nos. _____ Dated _____ received from tenderer and Letter No. _____ dated _____ issued by the MGSU and appended to this agreement shall also form part of this agreement.

IV. (a) The MGSU do hereby agree that if the approved supplier shall duly supply the said items in the manner aforesaid observe and keep the said terms and conditions, the MGSU will through pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The Mode of payment will be as per tender document.

V. The delivery shall be affected and completed within the period specified in the supply order.

VI (i) 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 tenderer has failed to supply:-

(a) Delay upto one fourth of the prescribed delivery period. 2.5%

(b) Delay exceeding one fourth but not exceeding half of the 5% prescribed Delivery period.

(c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. 7.5%

(d) Delay exceeding three fourth of the prescribed delivery period 10%

Note :- (i) Fraction of a day in reckoning period of delay in supply shall be eliminated if it is less than half a day.

(ii) The Maximum amount of agreed liquidated damages shall be 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 to the immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

4. Delivery period may be extended with or without liquidated damages if the delay in the supply of items is on account of hindrances beyond the control of the tenderer.

5. Approved rates are valid for the period of one year from the date of execution of first agreement, which may be extended for another one year with mutual consent.

Seal & signature of tenderer

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6. The approved supplier hereby agree to provide the service / repairing of the(Name of equipment with quantity) during warranty period by his authorised dealer or by his office.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Hon'ble Vice Chancellor, MGSU, Bikaner and the decision of the same shall be final.

8. All General Finance and Accounts Rules will be applicable on this tender.

9. In case of dispute the case will be presented in Bikaner Court.

In witness where of the parties hereto have set their hands on the _____ Day of _____ 2018.

Signature For and On behalf of the Supplier.

Dated

1.Witness

2.Witness

Signature For and on of behalf of MGSU, Bikaner

Dated

1.Witness

2.Witness

Seal & signature of tenderer

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Annexure -V

CHECK LIST FOR THE BIDDER

1. Bid on original Tender form only.
2. EMD against each item.
3. Earnest money or necessary documentary proof for exemption of earnest money with the part I of the bid. The technical specification should be in Annexure II
4. Price bid must be Part II of the bid in the form provided at Annexure-III of the tender document. It should be in a separate envelope.
5. The Basic Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges, Training etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
6. Do not use the 'terms As per Specification of Tender Documents in respect of items. There should be proper write up of product quoted for supported with printed leaflets literature.
7. The supplier may provide Bank guarantee/ cash /bank DD as a security deposit after receiving the supply order and agreement on Rs Non judicial stamp paper.AS PER RULES
8. The supplier will issue an undertaking NO LESSER PRICE' CERTIFICATE

Seal & signature of tenderer

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[Handwritten signatures and initials in blue ink]

Annexure - VI
NO LESSER PRICE' CERTIFICATE

I.....(Name)
..... (designation), for and on
behalf of M/s(name of the
firm), hereby, certify that the firm mentioned above will not charge or quote lesser price than
the price submitted in Annexure III, if any, to any other purchaser or agency or institute in India
and that the prices offered are the lowest of those offered by us in the country.

Signatures of Authorized Signatory

Place Designation

Date Seal

Seal & signature of tenderer

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सत्यनिष्ठा की संहिता

उपापन प्रक्रिया में भाग लेने वाला कोई भी व्यक्ति, -

- (क) उपापन प्रक्रिया में अनुचित फायदे के लिए या अन्यथा उपापन प्रक्रिया को प्रभावित करने की एवज में किसी रिश्वत, इनाम या दान या प्रत्यक्ष रूप से या अप्रत्यक्ष रूप से किसी तात्विक फायदेका कोई प्रस्ताव नहीं करेगा;
- (ख) सूचना का ऐसा दुर्व्यपदेशन या तोप नहीं करेगा जो किसी वित्तीय या अन्य फायदा अभिप्राप्त करने के लिए या किसी बाध्यता से प्रविस्त रहने के लिए गुमराह करता हो या गुमराह करने का प्रयास करता हो;
- (ग) उपापन प्रक्रिया की पारदर्शिता, निष्पक्षता और प्रगति को बाधित करने के लिए किसी भी दुरभिसंधि, बोली में कूट मूल्य वृद्धि या प्रतियोगिता विरोधी आचरण में लिप्त नहीं होगा;
- (घ) उपापन संस्था और बोली लगाने वालों के बीच साझा की गयी किसी भी जानकारी का उपापन प्रक्रिया में अनुचित लाभ प्राप्त करने के आशय से दुरुपयोग नहीं करेगा;
- (ङ) उपापन प्रक्रिया को प्रभावित करने के लिए किसी भी पक्षकार को या उसकी सम्पत्ति को प्रत्यक्ष या अप्रत्यक्ष रूप से क्षति या नुकसान पहुंचाने, ऐसा करने के लिए धमकाने सहित किसी भी प्रपीडन में लिप्त नहीं होगा;
- (च) उपापन प्रक्रिया के किसी भी अन्वेषण या लेखापरीक्षा में बाधा नहीं डालेगा;
- (छ) हित का विरोध, यदि कोई हो, प्रकट करेगा;
- (ज) पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी संस्था के साथ किसी पूर्व नियमभंग को या किसी अन्य उपापन संस्था द्वारा किसी विवर्जन को प्रकट करेगा; हित का विरोध

हित का विरोध

कोई बोली लगाने वाला किसी उपापन प्रक्रिया में एक या अधिक पक्षकारों के साथ हित के विरोध में माना जायेगा जिसमें निम्नलिखित स्थितियां सम्मिलित हैं किन्तु इन तक सीमित नहीं है यदि,-

- (क) उनके समान नियंत्रक भागीदार हैं;
- (ख) वे उनमें से किसी से, कोई भी प्रत्यक्ष या अप्रत्यक्ष सहायिकी प्राप्त करते हैं या प्राप्त की है;
- (ग) उनका उस बोली के प्रयोजनों के लिए एक ही विधिक प्रतिनिधि है ;
- (घ) उनका प्रत्यक्ष रूप से या समान तृतीय पक्षकारों के मार्फत एक दूसरे के साथ ऐसा संबंध है जो दूसरे की बोली के बारे में सूचना तक पहुंचने या दूसरे की बोली पर प्रभाव डालने की स्थिति रखता हो;
- (ङ) कोई बोली लगाने वाला एक ही बोली प्रक्रिया में एक से अधिक बोली में भाग लेता है। तथापि, यह एक ही उपसंविदाकार को एक से अधिक बोली में सम्मिलित होने से सीमित नहीं करता है जो बोली लगाने वाले के रूप में अन्यथा भाग नहीं लेता है;
- (च) बोली लगाने वाले या उससे सहबद्ध किन्हीं व्यक्तियों ने बोली प्रक्रिया के उपापन की विषयवस्तु के डिजाइन या तकनीकी विनिर्देशों को तैयार करने में सलाहकार के रूप में भाग लिया है। सभी बोली लगाने वाले अर्हता कसौटी और बोली प्ररूपों में यह विवरण उपलब्ध करायेंगे कि बोली लगाने वाला उस सलाहकार या किसी भी अन्य संस्था, जिसने उपापन की विषयवस्तु के लिए डिजाइन, विनिर्देश और अन्य दस्तावेज तैयार किये हैं, के साथ प्रत्यक्ष या अप्रत्यक्ष रूप में न तो संबद्ध है और नहीं संबद्ध रहा है या संविदा के लिए परियोजना प्रबन्धक के रूप में प्रस्तावित किया जा रहा है।

निविदादाता के हस्ताक्षर

निविदा की अतिरिक्त शर्तें**1. वित्तीय बोलियों में अंकगणितीय त्रुटियों का सुधार**

बोली मूल्यांकन समिति निम्नलिखित आधार पर, सारभूत रूप से प्रत्युत्तरदायी बोलियों में अंकगणितीय त्रुटियों का सुधार करेगी, अर्थात् :-

- (क) इकाई मूल्य और कुल मूल्य, जो इकाई मूल्य और मात्रा को गुणा करने पर प्राप्त होता है के मध्य यदि कोई विसंगति हो तो इकाई मूल्य अभिभावी होगा और कुल मूल्य में सुधार किया जायेगा, जब तक कि बोली, मूल्यांकन समिति की राय में इकाई मूल्य में दशमलव बिन्दु की स्थिति में स्पष्ट गलती रह गयी है, ऐसे मामले में उत्कथित कुल मूल्य प्रभावी होगा और इकाई मूल्य में सुधार किया जायेगा ;
- (ख) यदि योग के घटकों को जोड़ने या घटाने के कारण योग में त्रुटि रह गयी है तो घटक अभिभावी होंगे योग में सुधार किया जायेगा ; और
- (ग) यदि शब्दों और अंकों के मध्य कोई विसंगति है तो शब्दों में व्यक्त की गयी रकम तब तक अभिभावी होगी जब तक कि शब्दों में अभिव्यक्त रकम कोई अंकगणितीय त्रुटि से संबंधित न हो, ऐसे मामले में उपर्युक्त खण्ड (क) और (ख) के अध्याधीन रहते हुए अंकों में अभिव्यक्त रकम अभिभावी होगी।

2. किसी या समस्त बोलियों को स्वीकार या अस्वीकार करने का उपापन संस्था का अधिकार.-

उपापन संस्था बोली लगाने वालों के प्रति किसी उत्तरदायित्व को उपगत किये बिना, किसी बोली को स्वीकार या अस्वीकार करने, और बोली प्रक्रिया को रद्द करने और संविदा के अधिनिर्णय से पूर्व किसी भी समय, समस्त बोलियों को अस्वीकार करने का अधिकार सुरक्षित रखती है। ऐसा करने के कारण लेखबद्ध किये जायेंगे।

परिमाण में परिवर्तन का अधिकार.-

- (1) संविदा के अधिनिर्णयके समय, बोली दस्तावेजों में मूलतः विनिर्दिष्ट माल, संकर्मों या सेवाओं के परिमाण में बढ़ोतरी की जा सकेगी, किन्तु ऐसी बढ़ोतरी बोली दस्तावेजों में विनिर्दिष्ट परिमाण के बीस प्रतिशत से अधिक नहीं होगी। यह बोली और बोली दस्तावेजों के इकाई मूल्यों या अन्य निबंधनों और शर्तों में किसी परिवर्तन के बिना होगी।
- (2) यदि उपापन संस्था परिस्थितियों में परिवर्तन के कारण उपापन की कोई विषयवस्तु उपाप्त नहीं करती है या बोली दस्तावेजों में विनिर्दिष्ट परिमाण से कम उपाप्त करती है तो बोली लगाने वाला बोली दस्तावेजों में अन्यथा उपबंधित के सिवाय, किसी भी दावे या प्रतिकर का हकदार नहीं होगा।
- (3) अतिरिक्त मदों या अतिरिक्त परिमाणों के लिए पुनरादेश, यदि यह बोली दस्तावेजों में उपबंधित हो, संविदा में दी गयी दरों और शर्तों पर दिये जा सकेंगे यदि मूल आदेश खुली प्रतियोगी बोलियां आमंत्रित करने के पश्चात् दिया गया था। प्रदाय या पूर्ण होने की कालावधि भी आनुपातिक रूप से बढ़ायी जा सकेगी। पुनरादेश की सीमाएं निम्नलिखित होंगी -
- (क) संकर्मों की दशा में व्यष्टिक मदों की मात्रा का 50 प्रतिशत और मूल संविदा के मूल्य का 20 प्रतिशत और
- (ख) मूल संविदा के माल या सेवाओं के मूल्य का 25 प्रतिशत।

3. अधिनिर्णय के समय एक से अधिक बोली लगाने वालों के बीच परिमाणों का विभाजन.-

सामान्य नियम के रूप में उपापन की विषयवस्तु के समस्त परिमाण उस बोली लगाने वाले से उपाप्त किये जायेंगे जिसकी बोली स्वीकार की गयी है। तथापि, जब यह समझा जाये कि उपाप्त की जाने वाली उपापन की विषयवस्तु का परिमाण बहुत अधिक हैं और इस सम्पूर्ण परिमाण का प्रदाय करना उस बोली लगाने वाले की क्षमता में नहीं हो सकेगा जिसकी बोली स्वीकार की गयी है या जब यह समझा जाये कि उपाप्त की जाने वाली उपापन की विषयवस्तु गम्भीर और महत्वपूर्ण प्रकृति की है तो ऐसे मामलों में परिमाण को उस बोली लगाने वाले, जिसकी बोली स्वीकार की गयी है और द्वितीय निम्नतम बोली लगाने वाले या उसी क्रम में और भी बोली लगाने वालों के बीच, उस बोली लगाने

Seal & signature of tenderer

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वाले की दरों पर, जिसकी बोली स्वीकार की गयी है, ऋजु, पारदर्शी और साम्यापूर्ण रीति से विभाजित किया जा सकेगा, यदि ऐसी शर्त बोली दस्तावेजों में विनिर्दिष्ट है। स्वीकार्य कीमत पर पहुंचने के लिए प्रथम निम्नतम बोली लगाने वाले (एल 1) को किया गया प्रति-प्रस्ताव बातचीत के समान होगा। तथापि, परिमाणों के विभाजन की दशा में, जैसा बोली दस्तावेजों में पहले से प्रकट किया गया हो, तत्पश्चात् द्वितीय निम्नतम बोली लगाने वाले (एल 2), तीसरे निम्नतम बोली लगाने वाले (एल 3) इत्यादि (एल 1 द्वारा स्वीकार की गयी दरों पर) को किया गया प्रति-प्रस्ताव बातचीत नहीं समझा जायेगा।

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निविदादाता के हस्ताक्षर

Seal & signature of tenderer

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अनुलग्नक "स"

निविदा प्रक्रिया के दौरान शिकायत निवारण

प्रथम अपील अधिकारी का पद एवं पता.....कुलसचिव महाराजा गंगासिंह विश्वविद्यालय जैसलमेर रोड, बीकानेर

द्वितीय अपील अधिकारी का पद एवं पता.....कुलपति महाराजा गंगासिंह विश्वविद्यालय जैसलमेर रोड, बीकानेर

1. यदि कोई बोली लगाने वाला या भावी बोली लगाने वाला इस बात से व्यथित है कि उपापन संस्था कोई निर्णय, कार्यवाही या लोप इस अधिनियम या इसके अधीन जारी नियमों या मार्गदर्शनों के उपबंधों के उल्लंघन में है तो वह उपापन संस्था के ऐसे अधिकारी को, जिसे इस प्रयोजन के लिये पदभिहित किये जाये, विनिर्दिष्ट आधार, जिस पर या जिन पर वह व्यथित है, स्पष्ट रूप से देते हुये, ऐसे विनिश्चय या कार्यवाही या, यथास्थिति, लोप की तारीख से 10 दिन की अवधि या ऐसी अन्य अवधि, जो पूर्व -अर्हता दस्तावेजो या बोली लगाने वाले के रजिस्ट्रीकरण दस्तावेजों या बोली दस्तावेजों में विनिर्दिष्ट की जाये, के भीतर अपील दाखिल कर सकेगा:

परन्तु धारा 27 के निबन्धनों में बोली लगाने वाले के सफल होने की घोषणा के पश्चात अपील केवल उस बोली लगाने वाले द्वारा दाखिल की जा सकेगी जिसने उपापन कार्यवाहीयों में भाग लिया है:

परन्तु यह और की ऐसी दशा में उपापन संस्था वित्तिय बोली को खोलन से पूर्व तकनीकी बोली का मुल्यांकन करती है, वहा वित्तिय बोली के मामले से संबंधित अपील केवल उस बोली लगाने वाले के द्वारा दाखिल की जा सकेगी जिसकी तकनीकी बोली स्वीकार्य होने वाली पायी जाती है ।

1. अधिकारी, जिसके समक्ष उपधारा - 1 के अधीन अपील दाखिल की गयी, है अपील पर यथासंभव शीघ्र विचार करेगा और अपील दाखिल करनी की तारीख से 30 दिवस के भीतर इसे निपटाने का प्रयास करेगा ।
2. यदि उपधारा 01 के अधीन पदभिहित अधिकारी उपधारा 3 में विनिर्दिष्ट अवधि के भीतर उक्त उपधारा के अधीन दाखिल अपील को निपटाने में असफल हो जाता है या यदि बोली लगाने वाला या भावी बोली लगाने वाला या उपापन संस्था उपधारा 2 के अधीन पारित आदेश से व्यथित है तो बोली लगाने वाला या, या भावी बोली लगाने वाला या यथास्थिति उपापन संस्था, उपधारा 3 में विनिर्दिष्ट अवधि के आवासन से या, यथास्थिति उपधारा 2 के अधीन पारित आदेश की प्राप्ति की तारीख से 15 दिवस के भीतर राज्य सरकार द्वारा इस निमित्त पदभिहित किसी अधिकारी या प्राधिकारी को द्वितीय अपील दाखिल कर सकेगा ।
3. धारा 38 के अधीन उपापन संस्था के निम्नलिखित मामलो से संबंधित किसी विनिश्चय के विद्वध कोई अपील नहीं होगा ।

अर्थात:

क: उपापन की आवश्यकता का अवधारण

ख बोली प्रक्रिया में बोली लगाने वालों के भाग लेने को सीमित करने वाले उपबंध

ग. यह विनिश्चय की निबन्धनों में बातचीत की जाये या नहीं

घ. निबन्धनों में उपापन प्रक्रिया का रद्दकरण

ड. गोपनीयता के उपबंधों का लागू होना ।

4. **अपील का प्ररूप.**— (1) धारा 38 की उप-धारा (1) या (4) के अधीन कोई अपील प्ररूप में उतनी प्रतियों के साथ होगी जितने कि अपील में प्रत्यर्थी हैं ।

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- (2) प्रत्येक अपील उस आदेश, जिसके विरुद्ध अपील की गयी है, यदि कोई हो, अपील में कथित तथ्यों को सत्यापित करने वाले शपथ पत्र और फीस के संदाय के सबूत के साथ होगी।
 - (3) प्रत्येक अपील प्रथम अपील प्राधिकारी या, यथास्थिति, द्वितीय अपील प्राधिकारी को व्यक्तिशः या रजिस्ट्रीकृत डाक द्वारा या प्राधिकृत प्रतिनिधि के माध्यम से प्रस्तुत की जा सकेगी।
5. अपील फाइल करने के लिए फीस.-
- (1) प्रथम अपील के लिए फीस दो हजार पांच सौ रुपये और द्वितीय अपील के लिए दस हजार रुपये होगी जो अप्रतिदेय होगी।
 - (2) फीस का संदाय किसी अधिसूचित बैंक के बैंक मांगदेय ड्राफ्ट या बैंकर चैक के रूप में किया जायेगा जो संबंधित अपील प्राधिकारी के नाम देय होगा।
6. अपील के निपटारे की प्रक्रिया.-
- (1) प्रथम अपील प्राधिकारीया, यथास्थिति, द्वितीय अपील प्राधिकारी अपील फाइल किये जाने पर प्रत्यर्थी को अपील, शपथ पत्र और दस्तावेजों, यदि कोई हो, की प्रति के साथ नोटिस जारी करेगा और सुनवाई की तारीख नियत करेगा।
 - (2) सुनवाई के लिए नियत तारीख को प्रथम अपील प्राधिकारी या, यथास्थिति, द्वितीय अपील प्राधिकारी,-
 - (क) उसके समक्ष उपस्थित अपील के समस्त पक्षकारों की सुनवाई करेगा; और
 - (ख) मामले से संबंधित दस्तावेजों, सुसंगत अभिलेख या उनकी प्रतियों का अवलोकन या निरीक्षण करेगा।
 - (3) पक्षकारों की सुनवाई, मामले से संबंधित दस्तावेजों, सुसंगत अभिलेख या उनकी प्रतियों के अवलोकन या निरीक्षण के पश्चात्, संबंधित अपील प्राधिकारी लिखित में आदेश जारी करेगा और अपील के पक्षकारों को उक्त आदेश की प्रति निःशुल्क उपलब्ध करायेगा।
 - (4) उप नियम (3) के अधीन पारित आदेश राज्य लोक उपापन पोर्टल पर भी दर्शित किया जायेगा।

निविदादाता के हस्ताक्षर

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प्ररूप सं. 1
(नियम 83 देखिए)

राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 के अधीन अपील
का ज्ञापन

..... की अपील सं.
(प्रथम/द्वितीय अपील प्राधिकारी) के समक्ष

1. अपीलार्थी की विशिष्टियां :
(i) अपीलार्थी का नाम :
(ii) कार्यालय का पता, यदि कोई हो :
(iii) आवासिक पता :

2. प्रत्यर्थी (प्रत्यर्थियों) का नाम और पता :
(i)
(ii)
(iii)

3. आदेश का संख्यांक और तारीख जिसके
विरुद्ध अपील की गयी है और
अधिकारी/प्राधिकारी का नाम और पदनाम,
जिसने आदेश पारित किया है, (प्रतिलिपि
संलग्न करें) या अधिनियम के उनबंधों के
उल्लंघन में उपापन संस्था के किसी
विनिश्चय, कार्य या लोप का विवरण जिससे
अपीलार्थी व्यथित है :

4. यदि अपीलार्थी किसी प्रतिनिधि द्वारा
प्रतिनिधित्व किये जाने के लिए प्रस्ताव करता
है तो प्रतिनिधि का नाम और डाक का पता :

5. अपील के साथ संलग्न किये गये शपथपत्रों
और दस्तावेजों की संख्या :

6. अपील का आधार :

(शपथपत्र द्वारा समर्थित)
भाग 4 (ग) राजस्थान राज-पत्र, जनवरी 24, 2013 155(69)

7. प्रार्थना :

स्थान : तारीख :

अपीलार्थी के हस्ताक्षर

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निविदादाता द्वारा दिया जाने वाला घोषणा पत्र

आप द्वारा आमंत्रित निविदा क्रमांक.....दिनांक.....के तहत मेरे/हमारे द्वारा प्रस्तुत निविदा के संदर्भ में हम राजस्थान लोक उपापन पारदर्शीता अधिनियम, 2012 के खंड 7 के अंतर्गत यह घोषणा करते हैं कि

- 01. मैं/हम निविदा दस्तावेजों के अनुसार वांछित अनुभव, तकनीकी, वित्तीय, प्रबंधकीय संसाधन की सक्षमता रखते हैं ।
- 02. मैं/हम निविदा अनुसार केन्द्र/राज्य सरकार/अन्य स्थानीय अधिकार को कर चुकाने बाबत दायित्व लेते हैं ।
- 03. मैं/हम ना ही दिवालिया घोषित किया गया है, तथा ना ही मेरी/हमारी फर्म के विरुद्ध न्यायालय/न्यायिक अधिकारी द्वारा कोई वैधानिक कार्यवाही प्रक्रियाधीन है ।
- 04. मैं/हम तथा हमारे निदेशक/अधिकारियों द्वारा निविदा प्रक्रिया के दौरान गत तीन वर्षों में किसी प्रकार का कोई अपराध संबंधी मामला दर्ज नहीं है तथा किसी भी निविदा प्रक्रिया से निष्कासित नहीं किया गया है ।
- 05. मैं/हमारे द्वारा अधिनियम, नियमों के संदर्भ में किसी प्रकार के हित का कोई विरोध नहीं है जो कि उचित प्रतियोगिता को प्रभावित करता हो ।

स्थान :
तारीख :

निविदादाता के हस्ताक्षर

[Handwritten signature and stamp]