



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)

Ref No: - BTU/2022-23/ 3418

Date: 12.07.2022

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

S. No.	Name of work/ services	Estimated Cost	Bid Security	Bid Price (Non-refundable)	RISL Processing Fee (Non-refundable)	Duration Of Work
1	2	3	4	5	6	7
1.	Hiring of Vehicles as and when Required	Rs. 17.70 Lacs	Rs. 35400.00	Rs.1000/-	Rs. 500/-	One Year

Important dates for all above works: -

S. No.	Events	Date	Time
1	On line availability of Bid document (Till date)	12.07.2022	
2	Pre Bid Clarification meeting	16.07.2022	02:00 PM
3	Last date and time for online submission of Bid	22.07.2022	05:00 PM
4	Last date for physical submission of Bid Security, Bid Price, and RISL processing fee	22.07.2022	03:00 PM
5	On line opening of pre-qualification Bid/Technical Bid	23.07.2022	12.00 Noon
6	On line opening of Price Bid	To be informed separately to technically qualified 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 portal.
2. The interested Bidders may submit their e-Bids along with separate Demand Drafts towards the cost of Bid Price (non-refundable) and Bid Security drawn in favor of “**Registrar, BTU, Bikaner**” payable at Bikaner and RISL Processing fee (non-refundable) in favor of “**Managing Director, RISL**” payable at Jaipur from any scheduled commercial Bank duly put in sealed envelopes.



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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. Bidders are required to read the document carefully before filling electronically bids. At the time of submission, every page duly numbered must be signed by the authorized signatory. The Bid document may be downloaded or seen on the website mentioned herein NIB.
14. 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 **9414203308** or email at reg@btu.rajasthan.gov.in

शु. 3419 - 3422


Registrar

Bikaner Technical University
Bikaner

fc. 12/1/22

Copy to following for information and necessary action:

1. PS to Hon'ble Vice Chancellor, BTU
2. Web admin for uploading bid document on University website www.btu.ac.in
3. Nodal Officer Procurement for uploading bid document on www.sppp.rajasthan.gov.in,
www.eproc.rajasthan.gov.in
4. Notice Board


Registrar

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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).
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Registrar
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TECHNICAL BID
(SR FORM 15, RULE 68 OF GFAR-II)

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

1.	NIB Number and Date	
2.	Bid for (name of goods/services for which the bid is submitted)	Hiring of Vehicles as and when Required
3.	Name of the bidder/Firm	
4.	Address of the firm submitting the bid (Photo ID Proof shall be attached)	Address..... Contact No..... Email Id.....
5.	Address of the procurement Entity	Bikaner Technical University Karni Industrial Area, Pugal Road, Bikaner Pin: 334004
6.	PAN No. (Copy of PAN Card shall be attached)	
7.	GST No. (copy of GST registration certificate shall be attached)	
8.	The Bid Security amounting to Rs..... has been deposited vide Demand Draft Number.....	
9.	The Bid Price amounting to Rs.....hasbeen deposited vide Demand Draft Number..... Dated.....	
10.	The RISL Processing Fee amounting to Rs..... has been deposited vide Demand Draft Number..... Dated.....	
11.	Eligibility Criteria:- 1. Bidder should have successfully accomplished at least one work of renting of vehicles to Govt./Semi Govt/Autonomous/Local bodies/Govt. undertaking etc. costing Rs. 4 lacs in any one year in last three financial years (2019-20, 2020-21 and 2021-22). (Copy issued by the competent authority shall be enclosed). 2. Minimum annual average turnover of the bidder of renting of vehicles in the last 3 financial year (2019-20, 2020-21 and 2021-22) should not be below Rs. 5.00 Lacs for which balance sheet/Audit Report duly verified by chartered Accountant must be enclosed. 3. Bidder should have to submit undertaking on Rs. 50 NJS Stamp for sufficient number of vehicles (at least five to seven vehicles at a time) & man power (own/engaged) in respect to fulfillment of University requirement.	
12.	Form A, B, C & D as prescribed in Rajasthan Transparency in Public Procurement Rules, 2013 duly signed is also enclosed.	



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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
 - (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

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

S. No.-	Type of Vehicle	Particulars	
1	Swift Dezire /Equivalent Vehicle	(i)	Rent per day upto 150 km (AC)
		(ii)	Rent per day per km for running more than 150 km (AC)
		(iii)	Rent per day upto 150 km (NON-AC)
		(iv)	Rent per day per km for running more than 150 km (NON-AC)
2	Bolero/ Tavera /Equivalent Vehicle	(i)	Rent per day upto 150 km (AC)
		(ii)	Rent per day per km for running more than 150 km (AC)
		(iii)	Rent per day upto 150 km (NON-AC)
		(iv)	Rent per day per km for running more than 150 km (NON-AC)

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 etc. However, GST/ Service tax shall be quoted separately, if any.**
- 3) Lowest (L1) will be determined item wise (S.No. 1, 2) and category wise ((i) (ii) (iii) and (iv)).**

**Place:
Date:**

Name & Signature of the Bidder with Seal



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SPECIAL TERMS AND CONDITIONS

1. वाहनों का उपयोग बीकानेर तकनीकी विश्वविद्यालय से संबद्ध महाविद्यालयों 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, डूडलोद एवं सुमेरपुर है।
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 होंगी। दरें स्पष्ट पठनीय अंकों व शब्दों में बिना कांट-छांट देनी होंगी। निविदा प्रपत्र के साथ रूपये 35400/- धरोहर राशि (as per RTPP rules 2013 rule no. 42) बैकर्स चैक/ डीडी द्वारा "कुलसचिव, बीकानेर तकनीकी विश्वविद्यालय, बीकानेर" के नाम से जमा करवानी होगी।
6. 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। ऑनलाइन 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) रु. डीडी द्वारा प्रतिभूति राशि के रूप में "कुलसचिव, बीकानेर तकनीकी विश्वविद्यालय, बीकानेर" के नाम से जमा करवाने होंगे जिस पर कोई ब्याज देय नहीं होगा तथा उक्त राशि अनुबंध के सुचारु रूप से सम्पूर्ण होने के बाद नियमानुसार लौटाई जावेगी। निविदा के साथ जमा कराई गयी धरोहर राशि प्रतिभूति राशि में समायोजित कर ली जावेगी।
9. 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, ट्रेवल 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।



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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 भुगतान 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 किलोमीटर प्रतिदिन की दूरी से गुणा करके या यात्रा के दौरान कुल तय की गई दूरी में से जो भी ज्यादा होगा के अनुरूप किया जाएगा।
 - a वाहन 150 किमी से कम चलने पर 150 कि. मी. का भुगतान किया जाएगा
 - b दिन की गणना वाहन उपयोग लेने वाले अधिकारी के पास वाहन पहचाने की दिनांक व समय यात्रा पूर्ण कर अधिकारी द्वारा वाहन को छोड़ने 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 पैनल्टी लगाई जाती है तो उसके भुगतान का दायित्व संवेदक का होगा। समस्त दस्तावेजों (वाहन पंजीकरण, बीमा, रोड टैक्स, टोल टैक्स, ड्राईवर के लाइसेंस आदि) की प्रमाणित प्रतिलिपि कार्यालय में प्रतिमाह बिल के साथ प्रस्तुत करनी होगी।
19. किसी भी यांत्रित/परिस्थितिजन्य त्रुटि 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 समायोजित की 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 पहुंचाने 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 रिडिंग दर्शाने वाला मीटर सही ढंग से चल रहा है।
23. किसी स्थान विशेष की विश्वविद्यालय प्रयोजनार्थ यात्रा में यदि किलोमीटर रिडिंग असामान्य रूप से परिवर्तित होना प्रतीत होती है तो किमी का निर्धारण पीडब्लुडी/रोडवेज द्वारा प्रकाशित मानचित्र में अकितानुसार किया जाकर भुगतान उसी अनुरूप किया जा सकेगा।
24. अनुबन्ध की अवधि में किसी भी संविदा विरुद्ध स्थिति को असंतोषप्रद ढंग से पुरा किया है तो विश्वविद्यालय को फर्म की धरोहर राशि/प्रतिभूति राशि को पूर्ण अथवा अंशत जप्त करने का अधिकारी सुरक्षित होगा।
25. निविदा सूचना प्रपत्र में संलग्न समस्त शर्तों का पालन करने की सहमति देने के प्रमाण स्वरूप निविदा प्रपत्र एवं शर्तों का समस्त पृष्ठों पर हस्ताक्षर करने है।



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26. निविदादाता द्वारा बिल मासिक रूप से प्रस्तुत 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 उपान्तरित कर देता है।
 2. निर्धारित अवधि में करार का निष्पादन 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, 1997 तथा RTPP Act 2012 एवं 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 अधिक 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 विरुद्ध 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 हेतु 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। तदनुसार 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 अनुबंधकर्ता को बाध्यकारी होगा।
41. सभी विवादों का न्याय क्षेत्र बीकानेर होगा।
42. सशर्त निविदा स्वीकार नहीं की जाएगी।
43. यह अनुबंध करार की दिनांक से एक वर्ष तक मान्य होगा जो कि विश्वविद्यालय एवं संवेदक की परस्पर सहमति से नियमानुसार आगे बढ़ाया जा सकता है।
44. निविदा ई-प्रोक्योरमेंट साइट से डाउनलोड करके, हस्ताक्षर करके मय आवश्यक प्रपत्रों के स्कैन कॉपी स्कैन करके ई-प्रोक्योरमेंट साइट पर उपलब्ध करवानी होगी व वित्तीय बिड इसी साइट पर उपलब्ध वित्तीय बिड शीट में ऑनलाईन अंकित करनी होगी। वित्तीय बिड को स्कैन करके अपलोड नहीं किया जाना है। भौतिक रूप से निविदा स्वीकार्य नहीं होगी।
45. विश्वविद्यालय की वेबसाइट पर भी निविदा अपलोड नहीं की जा सकेगी। उक्त वेबसाइट 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 पत्र प्रस्तुत करना होगा।
47. विशिष्ट परिस्थितियों में विश्वविद्यालय को अनुबंध 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 कार्यों में नियुक्त कार्मिकों 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, बीकानेर

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



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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 services. They shall, therefore, furnish a declaration in the prescribed form.
 - (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 rate shall be filled both in words and figures. There should not be errors and/or overwritings. Corrections if any should be made clearly and initialed with dates. The rates should mention elements of the GST separately.
5. **Validity**:-Bids shall be valid for a period of 90 days from the date of opening of the Technical Bid.
6. The approved SP 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 BTU and get clarifications.
7. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
8. The contract for the supply/services can be repudiated at any time by the Purchase Officer 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.
9. Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.
10. **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



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Draft/Banker's Cheques physically in favor of “**Bikaner Technical University Bikaner**” (Payable at Bikaner). A banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid Security must remain valid thirty days beyond the original or extended validity period of the bid without which Bids will not be considered.

- (b) **Refund of Bid Security:** - The Bid Security of unsuccessful bidders shall be refunded soon after the contract is signed by the successful bidder and depositing of performance security.
- (c) The Central Government and Government of Rajasthan Undertakings may submit bid security declaration instead of bid security.
- (d) The Bid Security/Performance Security lying with the Department /office in respect of other Bids awaiting approval or rejection or on account of contracts being completed will not be adjusted towards BS/PS for the fresh Bids. The BS may, however, be taken into consideration in case Bids are re-invited.

11. **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 PS @ 5% of the work order amount after the supply order is given within the time specified.
- (iv) When he fails to commence the services/work as per work order within the time prescribed.

12. **Agreement and Performance Security (P.S.):** -

- (i) Successful Bidder will have to execute an agreement in the Form SR- 17 on the stamp of Rs 500/- at his own expenses and deposit performance security equal to 5% of the value of the contract for which Bids are accepted within 15 days from the date of dispatch on which the acceptance of the Bid is communicated to him.
- (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 earnest 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



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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.

- (d) Bank Guarantee/s of a scheduled bank; It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in rule 42 for bid security.
- (e) 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 (b) to (e) shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.
- (v) The P.S. shall be refunded after one month of the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the Bidder.

13. **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 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.

- 14. 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 Purchase Officer.
- 15. **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.
- 16. 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,



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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

- One of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the BTU.
17. 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 works to more than one bidder.
 18. 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
 19. 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 Department (HVC) who will appoint this representative as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final and abide.
 20. 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 Bikaner, Rajasthan, and not elsewhere.
 21. All other/remaining general terms & conditions shall apply as laid down in Rajasthan Transparency in Public Procurement Rule-2013 and RTPPP Act 2012.
 22. Items shown in BOQ are approximate only which may increase or decrease as per actual requirements i.e.as per the actual number of student's appeared in respective exams. No compensation will be allowed on this basis.
 23. For payment Bidder has to produce a signed triplet copy of the bill with supporting data for Enrolment, Pre& Post Examination work, Other Miscellaneous activities only after result declaration. The bill payment will be done only in those conditions in which students/colleges have deposited the university fee (Restricted to Back / Re back students).
 24. The bidder shall not claim for the entire tender cost work as it involves approximation in calculating students. Enrolment, student appearing back and migration may vary approximation.
 25. The work order may be given to successfully qualified technical and financial lowest bidder, which may include any of services which and when required thereof bidder must quotes rates in all sections of FB.

Place:

Signature of

Bidder with Seal

Date:-



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AGREEMENT

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

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

S. No	Items Quantity	Delivery period



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(1) (i) In case of extension in the execution period with liquidate damage, the recovery shall be made on the basis of the following percentages of the SLR:

- (a) 1 to 10 day delay -2.5% of bill amount of particular activity/work of examination subject to a minimum of Rs. 100/- per day, whichever is higher.
- (b) 11 to 20 days delay - 5.0% of bill amount of particular activity/work of examination subject to a minimum of Rs. 200/-per day, whichever is higher.
- (c) 21 to 30 days delay - 7.5% of bill amount of particular activity/work of examination subject to a minimum of Rs. 300/-per day, whichever is higher.
- (d) Above 30 days delay Maximum 10% of bill amount of particular activity/work of examination, whichever is higher.

NOTE:

(i) Delay by a fraction of a day shall not be considered if this is less than half a day, however, more than half a day shall be considered as a full day for the computing of LD.

(ii) The maximum amount of LD shall not be more than 10%.

(iii) If the SP requires an extension in the stated SLR on account of some hindrance, he shall apply in writing to the authority which has placed the order. This must be done immediately at the time such hindrance has occurred and not after the expiry of the stipulated time (SLR).

(2) Delivery period may be extended with or without LD if the delay in the delivery of services is on account of hindrances beyond the control of the SP.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the HVC, BTU and the decision of the HVC, BTU shall be final and binding for both the parties.

8. For all legal disputes, the jurisdiction shall be Bikaner only.

In witness whereof the parties hereto have set their hands on the.....day of.....202.....

Signature of the approved Service Provider

**Signature for and on behalf of BTU
Designation**

Date:

Date:

Witness No 1

1. Witness

Witness No 2

2. Witness



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Annexure-A

Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid-rigging, or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process;
- (d) Not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any correction including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, and or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the Bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
 - e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works, or Service that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

Date:
Place:

Signature of the bidder
Name:
Designation
Address:



Annexure-B

Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of in response to their Notice Inviting Bids No..... Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Biding Document issued by the Procuring Entity;

1. 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;
2. 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;
3. 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;
4. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:
Place:

Signature of bidder
Name:

Designation:
Address:



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Annexure-C

Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is **Hon'ble Vice-Chancellor, BTU, Bikaner.**

The designation and the address of the Second Appellate Authority is **Principal Secretary, Technical Education, Government of Rajasthan, Jaipur.**

(1) Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or mission 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, or mission, 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 maybe.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any,

affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filing Appeal

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

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

Date:
Place:

Signature of bidder
Name:
Designation:
Address:



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Annexure-D

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to vary Quantities.

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among one than more Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of bidder



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Annexure-E

Power of attorney of the representative of a firm

Power of attorney or Authorized representative.

The firm M/s _____ authorize the following Representative to sign & submit the tender document, negotiate terms & conditions for the contract to sign the contract to deal with the BTU Bikaner to issue & receive correspondence related to all matters of the tender“.....” on single point responsibility basis with defect liability period as per rules of Bikaner Technical University, Bikaner.

We/M/s. _____ undertake the responsibility due to any act of the representative appointed hereby

For Partnership Firm's

S.No	Name of the All Partner	Signature of Partner with Seal
1		
2		
3		
4	Name and Designation of the Person Authorized	
5	Attested Signature of the Authorized Representative.	

For Limited Firm's

Name and Designation of the Person Authorized	
Firm	
Address	
Telephone No./Mobile No.	
Fax No.	
Telex No.	
Authority By Which the powers is delegated	
Attested Signature of the Authorized Representative.	
Name and Designation of Person attesting the signatures.	

Date:.....
Stamp

Signature of Contractor with

Name.....
Address:.....



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Annexure-F

Self-Declaration Format

I have carefully gone through the Terms & Conditions contained in the Bid Document regarding -----(Title of Tender) **at BTU, BIKANER**, I hereby declare that my Company as on date of submission of the proposal 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. I further certify that I am competent officer in my Company to make this declaration. 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 tender will be considered as canceled.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Address: