



पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर (राज)

वेबसाईट www.shekhauni.ac.in ई-मेल: registrar@shekhauni.ac.in

क्रमांक: 28855

दिनांक: 12-06-2025

ई-निविदा संख्या 02/2025-26

Tender for Manpower Services (On Outsourcing basis) at Pandit DeenDayal Upadhyaya Shekhawati University, Sikar (Rajasthan)

Mode of Bid Submission	On Line (E-Tender)
Procuring Entity	Registrar Pandit Deendayal Upadhyaya Shekhawati University, Sikar 332024
Estimated Cost of Tender	1,50,00,000/-
Tender Uploading Date	12.06.2025
Last date & Time of On-line submission of Technical Bid	21.06.2025 (Till 05.00 PM)
Last date & time of submission of DD of EMD processing fee & Tender fee in office	23.06.2025 (Till 11.00 AM)
Date & time of opening of On-Line Technical Bid	23.06.2025 (At 03.00 PM)

- Cost of E-Tender Document and fee in favour of Registrar, Pandit Deendayal Upadhyaya Shekhawati University, Sikar Rs. 3000/-
- EMD Bid security for the tender cost @ 2% i.e. Rs. 3,00,000/-
- E-Tender processing fee in favour of MD, RISL, Jaipur Rs. 2000/-


Registrar
Pandit Deendayal Upadhyaya
Shekhawati University, Sikar

Name & Signature of Bidder with Seal



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ई-निविदा संख्या 02/2025-26 (तकनीकी बिड़)

1. बोलीदाता/संवेदक का नाम, डाक का पता व टेलीफोन/मोबाईल नम्बर
2. किसको सम्बोधित किया-कुलसचिव, पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर।
3. सन्दर्भ : आपकी ई-निविदा सूचना क्रमांक/2025-26 दिनांक 12.06.2025
4. हम कुलसचिव, पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर द्वारा जारी की गई निविदा सूचना दिनांक 12.06.2025 में वर्णित सभी शर्तों से तथा संलग्न शीट में दी गई उक्त ई-निविदा सूचना की अतिरिक्त शर्तों से बाध्य होना स्वीकार करते हैं। इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किए जाने के प्रमाण में हम ने हस्ताक्षर कर दिये हैं।
5. फर्म का टर्नओवर करोड़ रुपये पिछले तीन वर्षों का औसत तथा तीन वर्ष की सनदी लेखाकार की अंकेक्षण रिपोर्ट जिसमें फर्म की वित्तीय स्थिति के प्रपत्र संलग्न हो, को प्रस्तुत करना होगा।
6. ब्लैकलिस्ट नहीं होने का शपथ-पत्र (100 रुपये के नॉनजुडिशियल स्टाम्प पर)
7. बैंकड्राफ्ट/बैंकर्सचैक संख्या दिनांक
.....(जारी कर्ता बैंक का नाम) रुपये/- के लिए अमानत राशि के पेटे संलग्न है। जो कुलसचिव, पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर को देय हो।
8. बैंकड्राफ्ट सं0 दिनांक राशि 3000/-
.....(जारीकर्ता बैंक का नाम) जो कुलसचिव, पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर को देय हो (निविदा शुल्क के पेटे संलग्न)
9. बैंकड्राफ्ट सं0 दिनांक राशि 2000/-
(जारीकर्ता बैंक का नाम) जो MD RISL, Jaipur को देय हो वास्ते (प्रोसेसिंग फीस के पेटे संलग्न)

निविदादाता के हस्ताक्षर

Bid for Manpower Services (On Outsourcing basis)

The bidders are requested to read the document carefully and ensure compliance with eligibility criteria and all the terms and conditions mentioned in this document. The non-compliance with eligibility criteria/terms and conditions mentioned in this document shall disqualify the bidders from the bidding exercise.

A. MINIMUM ELIGIBILITY CRITERIA

1. The Bid Agency should have minimum five years (i.e., from April 2020 to March 2025) of experience in providing Manpower Services to Central Government Departments/ State Government Departments/ Public Sector Undertakings of Central Government/ Autonomous Organizations of Govt. of India/State Govt. Performance certificates issued by their clients for the last five years should be attached. The agency must comply with all the statutory requirements, such as registration with GST, Labor, Income Tax, ESI, EPF, PAN, etc. *(Copy of relevant certificates should be uploaded.)*
2. The agency must have a Minimum Turnover of 4 Crore in the preceding three financial years (i.e., 2022-23, 2023-24, and 2024-25) in similar nature of services *(Copy of the turnover certificate issued by the Chartered Accountant along with audited Balance Sheet; with profit loss statement, PAN No. of the agency must be uploaded.)*
3. The Bid Agency should also have a minimum of **200** numbers of manpower in providing Services to Central Government Departments/ State Government Departments/ Public Sector Undertakings of Central Government/ Autonomous Organizations of Govt. of Indias. *(Copy of the agreement/ work order must be attached along with a good/satisfactory performance certificate of the concerned clearly mentioning the number of manpower deployed and the annual value of the agreement/ work order)*
4. The solvency certificate of a minimum of Rs. 1 Crore issued by the Nationalized Bank.
5. The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization. Also, the agency should not have statutory dues from the Government of India and/or State Government. The agency should have a satisfactory performance report for the preceding 5 years. *(An affidavit (As per Annexure-5) on Rs. 100 non-judicial stamp paper duly notarised must be uploaded along with the bid document. Also, this affidavit in original must be sent by post along with EMD).*
6. The Agency should have valid PSARA in Rajasthan and registration with appropriate registration authorities (Labor Department, etc.) *(Upload copies of relevant certificates, registration details, etc.).*
7. The Agency should be , ISO 9001:2015 certified (Upload copies of relevant certificates).

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B. SCOPE OF WORK

i. Tentative requirement: The tentative requirement of manpower for allied services is as under:

Sr. No.	Category	Name of Post		No. of Post Required
1.	UNSKILLED	i.	Housekeeping	35
		ii.	Labour	15
			Sub Total	50
2.	SEMISKILLED	i.	Peon	10
			Sub Total	10
3.	SKILLED	i.	Gardner	15
		ii.	Driver	01
		iii.	Electrician	03
		iv.	Plumber	02
		v.	Carpenter	01
		vi.	Library Clerk	08
			Sub Total	30
4.	HIGHLY SKILLED	i.	Computer Operator	07
		ii.	Lab Technician	12
		iii.	Cook	04
		iv.	Librarian	01
			Sub Total	24
			Grand Total	114

ii. **Qualification:** As per their specific category mandated by the state labour department.

iii. **Scope of Work:**

a. **Housekeeping:**

- (i) General Cleanliness of office/office premises/laboratories etc. at all mentioned office. Dusting, cleaning, and mopping of floors, stairs, and common areas. Cleaning and dusting of tables, furniture, glass doors, windows, and panels etc.
- (ii) Washing, cleaning, and mopping of urinals/toilets and washrooms initially before the beginning of office working hours and subsequently three times each working day at proper intervals.
- (iii) Collection/Segregation of paper waste and other waste in disposal bags from each laboratory/sections every day and its shifting to designated place at respective offices/campuses of PDUSU, Sikar and its Guest Houses/other notified locations.
- (iv) Cleaning of each section/room at all offices on all Saturday; and on other holidays, if required so and as intimated by the PDUSU, SIKAR.
- (v) Attend the call at each designated areas with respect to cleaning matters, as and when required.
- (vi) Any other works as assigned, related to cleaning work at office, by the competent authority at the PDUSU, SIKAR.
- (vii) The Agency/Company should ensure that the cleaning work of all the buildings and premises are completed before the arrival of staff/students in office, at 9.00 AM, on all working days and on Saturdays. Subsequently, the cleaning of toilets & urinals is also to be done at intervals (at least 3 times in a day) within the tenure of each working day. It should be the responsibility of the engaged agency to see that the persons engaged by them maintain the cleanliness of the office as per the desired standard placed by the PDUSU, SIKAR.
- (viii) The waste from all locations should be collected in disposable bags and then moved to the designated places, as directed by competent authority at the PDUSU, SIKAR, on daily basis for disposal.
- (ix) No waste should be kept accumulated in and around the floor(s) or office compound after the cleaning work.
- (x) Not only on normal working days, but also on holidays, the cleaning work should be done.

cleaned and it is also ensured that the files, furniture, cabling, computers, equipment etc. are not disturbed during the course of work.

- (xi) The Agency/Company should invariably ensure cleaning work on all days in a month except on Sundays unless otherwise directed so by the competent authority of the PDUSU, SIKAR.
- (xii) The Agency/Company should ensure that no person below the age of 18 years is engaged at the PDUSU, SIKAR and moreover the person(s) engaged are of sound health, fit for the duties related to this engagement, well experienced, and adequately trained in allocated work.

b. Cook/Cheff:

- (i) Undertake preparation for cutting/washing of vegetables, cooking food for as per the instructions from the competent authority. The cook should prepare Veg/Non-Veg food items as per instruction laid out in the menu/SOP.
- (ii) Collection of cooking material and placing cooked food items appropriately in the Kitchen/ Dining rooms.
- (iii) Maintain personal hygiene and hygiene of the Kitchen/ cooking area at the highest level.
- (iv) Ensure that all cooking items in kitchen/ pantry and dining room are kept safe.
- (v) Cook should follow instructions related to safety, security, fire instructions and other SOPs issued by PDUSU, Sikar.
- (vi) Be prepared to work in shifts as per dining time of the employees.

c. Librarian:

- (i) Supervise all jobs of LIA posted in the Library.
- (ii) Control and to look after the work of entire library.
- (iii) Conduct regular inspection of library resources, preparation of inspection reports, follow up action on inspection report.
- (iv) Supervising and training the library staff junior to him.
- (v) Prepare long term and short -term plans for library management.
- (vi) Initiate process for procurement of library resources & equipment.
- (vii) Get the requirement of library with respect to resources and book/periodicals approved to competent authority.
- (viii) System administrator for Digital Library/Library management system / Library networks.
- (ix) Toning-up professional work, books selection for units, compilation of monthly statistics, preparation of withdrawn/discard, binding list of books and to report to senior staff.
- (x) Taking timely action to prepare the libraries during inspection by higher authorities.
- (xi) All Professional work – classifying, cataloguing and accessioning of new books, re-cataloguing of old books, correction proofs for printed catalogue, processing causes of request for donation/gift of books to organization/libraries, reference services to users and visitors, to deal with readers and other users of library.
- (xii) Correspondence with publishers/agencies supplying journals (foreign journals) and computer application for library work, enrolment of membership, shelve checking preparations for reminders, binding/withdrawn list etc.
- (xiii) Payment of bills
- (xiv) Subscription/renewal of e-journals/books.
- (xv) Supervise all jobs of library and information assistant posted in the library.
- (xvi) Any other job assigned by senior staff of PDUSU, Sikar.

d. Drivers:

- (i) Should provide manpower services on daily basis throughout the year during the contract period. The Drivers should report to the authorized person at PDUSU, Sikar.
- (ii) Drivers should possess a minimum educational qualification of a pass in 10th standard. The drivers should be of Indian nationality holding valid regular driving license with minimum of 5 years of experience.
- (iii) The Drivers deployed should be aged 24 years above and below 55 years (Proof to be

- (iv) The Medical Fitness regarding to eye and ear competency of the drivers have to be submitted by the Contractor.
- (v) The Contractor should provide uniform as per the requirements along with photo Identity cards with name of the contractor and address of the Driver.
- (vi) The Contractor shall be responsible to keep the vehicle neat and clean through their driver.
- (vii) The Contractor shall provide Drivers well versed with routes and traffic rules in Sikar, Rajasthan.
- (viii) The Contractor shall maintain the Attendance Register in PDUSU, Sikar.
- (ix) The Contractor shall enforce discipline among the drivers.
- (x) Drivers should have a mobile phone for communication by the Guests.
- (xi) In the case of exigencies, if requested to provide additional Driver(s), the Contractor shall provide as per the instructions of the competent authority of PDUSU, Sikar.
- (xii) The Contractor shall instruct the Driver to follow the traffic rules. Violation of traffic rule, cost of the penalty shall be deducted from the payment of the Contractor.
- (xiii) Frequent changes of drivers should be avoided. The change of Drivers should be informed at least 3 days in advance to the Authority earmarked by the PDUSU, Sikar.

RESPONSIBILITIES OF THE DRIVER

- (i) Driver should attend duty with proper uniform in time without delay and should wear photo identity card on duty.
- (ii) Should sign in the attendance register or bio-metric system and duty register initially before receiving the vehicle key.
- (iii) Should possess mobile phone and should avoid phone calls on duty.
- (iv) Should maintain the Log Book of the concerned vehicle wherein the driver should register vehicle usage date, vehicle starting and closing time, starting closing speedometer reading, number of kilometer driven, name of starting place and places visited and Guest / Officer/Staff who travelled in the vehicle without fail. Every trip should be registered in the Log Book.
- (v) Driver should be responsible for informing about the periodically routine service and other repairs to the vehicle in-charge and in case he has to take the vehicle to the workshop as per the direction of the vehicle in-charge.
- (vi) The driver should be responsible for monitoring the fuel level in the vehicle.
- (vii) The driver is responsible for noting the details of fuel refilling to the vehicle, i.e. Date, quantity of fuel, K.M. reading (and entering them) in the Log Book without fail. PDUSU, Sikar will provide the Log Book.
- (viii) The Driver should park the vehicle at the designated place in the PDUSU, Sikar.
- (ix) If during running, the vehicle meets a break down or met with accident, it should be brought to the knowledge to Vehicle in-charge of PDUSU, Sikar immediately.
- (x) The driver should not divulge or disclose to any person any details of the PDUSU, Sikar/officer operational process, technical knowledge, security arrangement and administration/ organizational matter being confidential/ secret in nature.

C. TERMS & CONDITIONS OF THE BID

- i. The University may accept bids without EMD from bidders registered with the MSME / National Small Industries Corporation (NSIC). Valid certificate(s) must be uploaded with the technical submission for EMD Exemption.
- ii. The Demand Draft/Bank Guarantee/FDR of EMD (if applicable) shall be drawn in favour of the Registrar, Pandit Deendayal Upadhyay Shekhavati University, Sikar and should be submitted on or before the last date of the bid submission to the following address:

The Registrar,

Pandit Deendayal Upadhyay Shekhavati University

Sikar, Jhunjhunu State Highway, Katrathal,

Sikar, Rajasthan-332024

- 3. The bidder will be required to produce the original documents for verification during the technical

5. The requirement for the number of personnel and manpower for allied services is tentative which may increase or decrease.
6. If at any stage it is found that any of the details/documents furnished by the agency is/are false/misleading / fabricated, the agency shall be liable for legal action and will be blacklisted from participating in further bids/tenders of PDUSU, Sikar (Rajasthan).
7. The agency shall not assign, transfer, pledge, or sub-contract the performance or services to any other agency.
8. The Documents uploaded must be page-numbered and duly signed by an authorised signatory of the Firm on each page.
9. The scanned and uploaded documents should be legible and readable. The unclear scanned documents shall not be considered. No correspondence in this regard shall be entertained/made by the University.
10. No request for transfer of any previous deposit of earnest money or performance security or adjustment against any pending bill held by the University regarding previous work will be entertained.
11. There will be an agreement signed between the Bid Agency and PDUSU, SIKAR (the Bid Agency shall bear the cost incurred in this connection) on similar lines as mentioned in this set of terms and conditions and on the expiry of the agreement as mentioned above, the Bidding Agency will withdraw all its manpower and clear their legal dues. In case of any dispute on account of the termination of employment or non-employment of the personnel of the Bidding Agency, it shall be the entire responsibility of the Bidding Agency to pay and settle the same.
12. The University, at its discretion, may empanel more than one agency.
13. The University reserves all rights to make any changes in the tender's terms and conditions and reject any or all bids without assigning any reason.

D. TERMS & CONDITIONS OF THE CONTRACT

1. The Bidding Agency shall furnish the following documents regarding each contractual manpower deployed at PDUSU, SIKAR before the commencement of the contract.
 - i. List of trained manpower services identified/selected by the Bidding Agency for deployment at PDUSU, SIKAR with Bio-Data, proof of Date of Birth, Age, Educational Qualification, Address, AADHAR, etc (or as required by the University).
 - ii. Certificate of verification of antecedents of persons by Local Police authority (preferably) or at least by the Bidding Agency.
2. The payment to the Bidding Agency will be made monthly after submitting the invoice with proof of payment of wages to the personnel along with the statutory dues.
3. The rate quoted by the agency shall remain the same during the entire contract period, including extension, unless the appropriate authority revises it.
4. Any theft, loss, and damages of the property of the University on account of the negligence of the Agency's personnel shall be borne by the Bidding Agency after a joint investigation.
5. On failure of satisfactory performance, the PDUSU, SIKAR Authority will have the right to terminate the contract.
6. The contract shall be liable to be terminated on giving three months' notice by either side. During the notice period, both parties shall continue to discharge their duties and obligations. The PDUSU, SIKAR reserves the right to cancel the contract at any stage without assigning any reason.
7. The Bidding Agency will be responsible for such conduct of the persons engaged by him in the University, which will be conducive to maintaining the harmonious atmosphere in the University premises and the agency will be responsible for any act of commission and omission of such persons. If any contractual manpower is found under the influence of alcohol or narcotics or found in a state of inebriation in the University premises, a penalty of Rs. 2000/- per instance shall be deducted from the contractor's bill, and such employee shall not be allowed to enter the premises in future.
8. PDUSU, SIKAR shall not be liable for any loss, damage, theft, burglary or robbery of any person.

9. The Bidding Agency shall also be liable for depositing all taxes, levies, cess, etc, on account of service rendered by it to the University to the concerned tax collecting authorities as per extant rules and regulations in the matter.
10. The personnel provided by the Bidding Agency shall not divulge or disclose any details of office, operational processes, technical know-how, security arrangements and administrative/organisational matters to any person. The Bidding Agency shall maintain all statutory registers, record books, and necessary reports under the law, submit periodical returns and statements and produce the same on demand to the concerned authorities and the University.
11. The Bidding Agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information proprietary information on the University's and its' all activities or security arrangements (including but not limited to the Assignment Instructions, Schedules, and other subsequent Agreements). The obligation is not limited to any scope, and the Bidding Agency shall be held responsible in case of breach of the confidentiality of University's information.
12. If the Bidding Agency receives enquiries from the Press / News / Media/ Radio / Television or other bodies/persons, the same shall be referred to the University administration immediately upon receipt of such queries.
13. It will be the responsibility of the Bidding Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it in this University, and the University will have no liability in this regard.
14. If the Bidding Agency fails to provide services to the satisfaction of the PDUSU, SIKAR on any of the above counts, the same will be communicated to the Bidding Agency in writing. If five such notices are issued to the Bidding Agency, the contract may be liable to be terminated.
15. The agency shall keep the PDUSU, SIKAR indemnified against all the claims whatsoever regarding the employees deployed in PDUSU, SIKAR at various points in time. In case any employee of the agency so deployed enters a dispute of any nature whatsoever, it will be the agency's sole responsibility to contest the same at the appropriate forum(s).
16. The contractual manpower deployed by the agency for the contract shall not be entitled to claim, pay, perks, relaxation, absorption, and other facilities that may be admissible to the PDUSU, SIKAR employees during the contract or after expiry of the agreement. The contractual manpower deployed by the agency shall have no right/privilege/claim whatsoever for any appointment in the PDUSU, SIKAR in temporary/ad-hoc/ daily wages/regular capacity based on their work in the PDUSU, SIKAR. The agency and its manpower shall have no lien to serve beyond the scope of the instant agreement.
17. The claims in bills regarding compliances and wages should be necessarily accompanied by documentary proof pertaining to the concerned month's bill. A requisite portion of the bill/whole amount may be held until such proof is furnished. All the rights in the matter shall be reserved with PDUSU, SIKAR. The Payment of the bill will be affected only on the production of the copy of the month's wage sheet, Proof of payment of ESI, EPF, and GST remittance and quarterly/half yearly/yearly return under the respective Acts.
18. The agency shall be responsible for compliance with all the statutory provisions and labour laws relating to minimum wages, GST, Employee Provident Fund and Employees State Insurance, Bonus, etc., as applicable in respect of the contractual manpower deployed by the agency in the University from time to time. The University shall reimburse the payments against the minimum wages, GST, EPF and ESIC.
19. For reimbursement of PF/ESI/GST, the proof of remittance of statutory deductions of PF, ESI, GST, as appropriate and crediting of salary in bank account to the respective staff, for those employed at PDUSU, SIKAR must be provided by the Bidding Agency, every month along with the bill within 2nd week of the month, failing which the claim bill shall not be settled. These remittances/payments must be made in a separate challan for the contract personnel deployed at PDUSU, SIKAR.
22. Payment to Personal shall be made invariably through ECS in the respective bank account within the month

23. The University shall not be responsible for any payment except the wages defined in the contract/agreement.
24. In case of premature termination/rescinding of the Contract, the bidder shall not withdraw the personnel until a suitable one is in place or another Bidding Agency takes over.
25. In case of any accident caused to the personnel of the Agency during duty, it shall be the agency's sole responsibility to ensure required action (medical treatment, insurance claim, etc.) as per rules.
26. The entry of the visitors will be regulated by the security personnel as per the extant rules on the subject in the manner as directed from time to time.
27. The agency has to maintain biometric attendance by recording the names and designations of deployed contractual manpower. No extra cost will be paid by the University for the Biometric System.
28. The contractor will not charge anything extra from its personnel other than those permissible under relevant law.
29. The agency has to provide fully functional required Walkie-Talkies handsets and at a base set at the control room in the University premises, and the cost and other maintenance/license expenses shall be borne by the agency.
30. The Prevention of Sexual Harassment (PoSH) Act mandates that any organisation having 10 (ten) or more employees shall constitute an Internal Complaints Committee by an order in writing. The PoSH Act has been implemented to prevent and protect women from sexual harassment at the workplace and thereby ensure a safe working environment for women. Service provider shall have an Internal Complaints Committee in the prescribed manner in order to receive and address the complaints of any sexual harassment from women in a time-bound and highly confidential manner.

E. VALIDITY OF THE CONTRACT

The contract shall be valid for a period of one year. On satisfactory performance, it may be extended for a further period of one year, subject to a maximum of three years of total period on mutual consent by the University at the same rate, terms, and conditions.



Evaluation Methodology:

Technical Evaluation (Minimum 70% to qualify for presentation):

Following will be the technical evaluation component to evaluate the bidders:

S/n	Evaluation Components	Maximum Points	Description of Components (Maximum, Minimum and graduated points)		Points Allotted
1.	Locality	15	If the firm is based in Rajasthan (15)	If the firm is from outside Rajasthan (8)	
2.	Experience	15	Relevant Experience of more than 5 years (15)	Less than 5 years (8)	
3.	Compliances of PF and ESIC (Last 2 Years)	15	The firm has maintained full compliance with PF and ESIC regulations over the last 2 years. (15)	If there has been partial compliance or minor issues in the last 2 years.(8)	
4.	Valid ISO Certifications for Service Industry	10	Holding ISO9001: 2015 (10)	Not Holding (5)	
5.	Company Registration Duration	5	if the company has been registered for 9 years or more. (5)	if the company has been registered for less than 9 years. (3)	
6.	Number of Manpower employed in last three years	5	More than 200 and above (5)	Less than 200 (3) Less than 100 (2) Less than 50 (1)	
7.	Turnover of Company in last three years	10	6 Crore and above (5)	Less than 6 Crore (5)	
8.	Customer/Client Base (PSB's, PSU's and Autonomous Bodies to be preferred)	5	Yes (5)	No (2)	
09.	Solvency Certificate (2 Crore)	10	2 Crore and above (10)	Below 2 Crore (5)	
10.	Holding Labour License (Rajasthan state Govt.)	10	150 and More than 150 manpower with any one single Client (10)	Not Holding (0) Less than 150 (5) Less than 100 (4) Less than 50 (3)	

NOTE:

- All the relevant documents in support of the evaluation components of the technical evaluation criteria is required to be submitted.
- In order to qualify in the technical bid, the bidder should obtain a total of 60 marks in aggregate.
- The bidders making the presentation are required to submit a soft copy of the presentation.
- Bids without solvency certificate would not be considered for evaluation.
- In the event that two or more firms submit identical L1 financial bids, the selection will be made based on their performance in the technical evaluation. The firm that achieved the highest marks in the technical evaluation will be deemed the successful bidder.

(1) **RESOLUTION OF DISPUTES:** The University and the Bidding Agency shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If, after thirty days from the commencement of such informal

dispute who will not be related to the Bidding Agency and whose decision shall be final and binding. Further, if any dispute arises, the same shall be subject to the exclusive jurisdiction of the courts in Lucknow.

- H. **TERMINATION:** The University may terminate the contract if the service provider becomes bankrupt or otherwise insolvent or breaches the terms and conditions mentioned in the agreement/contract without any compensation. In case of termination, the University will make an alternative stop-gap arrangement as per Government of India/GFR rules.
- I. **FORCE MAJEURE:** If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party or obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable after such eventuality has come to an end.



BIDDER'S GENERAL INFORMATION

Bidder should indicate the following information along with the self-attested photocopies of supporting documents:

1. Name of Agency:
2. Number of Years in Operation:
3. Address of Registration:
4. Operational Address if different from above:
5. Telephone No. (Landline):
6. Fax / Tele fax No.:
7. Mobile No.:
8. Official Email Address:
9. Name and address of Branch, if any:
10. Type of Organization
(whether private limited/LLP/ partnership/sole proprietorship) as per the attached proof)
11. Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm:

Place: -

Date: -

SIGNATURE OF THE BIDDER WITH SEAL



A) DETAILS OF PREVIOUS CONTRACTS*(With evidences as Annexures)*

Period of contract From..... To.....	Name and Address of the Organization with reference letters where the Agency has worked.	Name of the Contact Person & Phone No.	Category of post	Whether Govt. of India / PSU of Govt. of India/Autonomous Body of Govt. of India (Please specify)	Value of contract and other Details	Remarks

Place: -

Date: -

SIGNATURE OF THE BIDDER WITH SEAL


B) DETAILS OF CURRENT CONTRACTS*(With evidences as Annexures)*

Period of contract From..... To.....	Name and Address of the Organization with reference letters where the Agency has worked.	Name of the Contact Person & Phone No.	Category of post	No. of Manpower deployed	Whether Govt. of India / PSU of Govt. of India/Autonomous Body of Govt. of India (Please specify)	Value of contract and other Details	Remarks

Place: -

Date: -

SIGNATURE OF THE BIDDER WITH SEAL


PERFORMANCE / WORK COMPLETION CERTIFICATE**(This should be provided on the letterhead of the organisation)**

(Furnish this information for each work from the organisation where the work was executed.)

1. Name and address of the Organization.	
2. Agreement No.	
3. Name of Work (scope of Contract)	
4. Contract Cost	
5. Date of start of contract	
6. Date of Completion of contract.	
7. Amount of compensation levied, if any	
8. Performance Report	
9. Overall Performance- Excellent/Very Good/Good/Fair/Poor.	
10. Resourcefulness- Excellent/Very Good/Good/Fair/Poor.	
11. Compliance with all statutory such as registration with ESI, EPF, PAN and GST, etc	
12. Requirements by Agency during the Contract period.	
13. Number of failures observed/reported.	
14. Total number of Manpower deployed.	
15. Value of Contract	

Place: -

Date: -

SEAL AND SIGNATURE OF THE CLIENT (S)


AFFIDAVIT

(On Rs. 100 non-judicial stamp paper duly notarised)

- i. I/We have examined the complete bidding documents carefully and have no reservations about the said bidding document.
- ii. I/We are not involved in any litigation that may impact the performance of services as required under this tender/bid.
- iii. I/We understand that any deviation/exception in any form may result in rejecting BID. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID, and we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.
- iv. I/We are not declared ineligible or black-listed by any Central/State Government/Public Sector/ Autonomous Bodies of Government undertaking in India.
- v. The agency has no statutory dues of the Government of India and/or State Government.
- vi. No criminal case/police enquiry is pending against us or our agency.
- vii. I/We accept all the terms and conditions of this bidding document and undertake to abide by them as mentioned in the bid document.

Place:-

Date:-

SIGNATURE OF THE BIDDER WITH SEAL



CHECKLIST
(The Tender Document must be in the following order)

Sr. No.	Particulars	Information / Details	Relevant document attached (Yes/No)	Page No(s). in the Bid Document
1.	NAME OF THE TENDERER (as per Registration Certificate)			
2.	ADDRESS OF THE TENDERER			
3.	EMD Details / EMD Exemption Certificate			
4.	Contact No. And E-mail address			
5.	Registration No. of the Firm			
6.	PAN Number			
7.	EPF Registration certificate			
8.	ESI Registration certificate			
9.	GST Registration certificate			
10.	Labour Registration Number			
11.	ISO Certificate(s)			
12.	Financial Strength: Annual Turnover for the last five years. (i) 2022-2023 (ii) 2021-2022 (iii) 2020-2021 (iv) 2019-2020 (v) 2018-2019			
13.	Solvency certificate (as mentioned above at Point No. A(4))			
14.	Bidder's General Information (Annexure-1 to be attached)			
15.	Details of Previous Contracts (Annexure-2 to be attached)			
16.	Details of Current Contracts (Annexure-3 to be attached)			
17.	Performance / Work Completion Certificate (Annexure-4 to be attached)			
18.	Affidavit on Rs. 100 Non-Judicial Stamp Paper duly Notarized (Annexure- 5 to be attached)			
19.	Any other relevant information			

Place:

Date



Seal & Signature of Tenderer

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 रिश्ते, इनाम या दान या प्रत्यक्ष रूप से या अप्रत्यक्ष रूप से किसी तात्त्विक फायदे का कोई प्रस्ताव नहीं करेगा;
- (ख) सूचना का ऐसा दुर्व्यपदेशन या लोप नहीं करेगा जो किसी वित्तीय या अन्य फायदा अभिप्राप्त करने के लिए या किसी बाध्यता से प्रविरत 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 है;
- (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 माफत 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

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



निविदा प्रक्रिया के दौरान शिकायत निवारण

प्रथम अपील अधिकारी का पद एवं पता.....कुलसचिव पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर

द्वितीय अपील अधिकारी का पद एवं पता.....कुलपति पंडित दीनदयाल उपाध्याय शेखावाटी विश्वविद्यालय, सीकर

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 दस्तावेजों 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 मामलों 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 निबंधनों में बातचीत की जाये या नहीं

घ. निबन्धनों में उपापन प्रक्रिया का रद्दकरण

ड. गोपनीयता के उपबंधों का लागू होना ।

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

(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 चेक 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



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 उपबंधों 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 :

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.....

(शपथपत्र द्वारा समर्थित)

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

7. प्रार्थना :

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.....

स्थान :

तारीख :

अपीलार्थी 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 अध्यक्षीन 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 अधिनिर्णय के 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 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।

निविदादाता के हस्ताक्षर मय सील

