

TENDER DOCUMENT

FOR

Hiring of Mini Bus/Cars/Innova/Tempo Traveler/Bolero/Pickup(Covered)

Dr. Bhimrao Ambedkar Law University, Jaipur

TEL. No.:- 0141-2941442

E-Mail Address:- registrar@alujaipur.ac.in

Website: - www.alujaipur.ac.in


Estimated Cost of Rate contact	:-	Rs. 18,00,000/-
Cost of Bid Document)Cheque/DD Law University,	:-	Rs. 1000/-(Rupees One thousand only in Favor of Registrar, Dr. Bhimrao Ambedkar Jaipur
Processing Fee	:-	Rs. 500- (Rupee Five Hundred only) , DD/BC in favor of MD, RISL , Jaipur)
Bid Security	:-	Bid Security declaration on Rs 50/- NJ Stamp Paper in Favor of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur.



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डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय
शिक्षा संकुल, जयपुर

INTRODUCTION

NIT NO.	Dated :	
1	Subject matter of procurement	Rate Contract for hiring of /Mini Buses/Cars/Taxis/Tempo traveler/Innova Vehicles open Competitive Bid / 2021-22
2	Name & Address of the Procuring Authority.	<i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i> RUSA Bhawan, Shiksha Sankul, JLN Marg, Jaipur 302015
3	Estimated Cost of Work	Rs. 18.00 Lac
4	(i) The price of the Bidding Document	Rs. 1000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar' <i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i>
	(ii) E- tender Processing Fees	Rs.500 /- (Bankers Cheque /DD in Favor of MD, RISL , Jaipur)
5	For Clarification Purposes only, the Procuring Entity's address	Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i> TEL. No. :- 0141-2941442 E-Mail Address :- registrar@alujaipur.ac.in
6	The Pre-Bid Meeting	NO
7	The Language of the Bid is	English & Hindi
8	The Bidder shall submit with its Bid	Mentioned at Technical Bid Check list (Annexure-v)
9	Publishing Date	16-11-2021
10	Document downloading start date	16-11-2021
11	Bid document download end date & Time	21-11-2021 at 4.00 pm
12	Bid submission end date & time	21-11-2021 at 5.00 pm
13	The Bid Validity period shall be	90 days from the date of opening of technical bid.
14	submission of demand draft/bankers cheque of Bid document cost & E-processing Fees	22-11-2021 upto 1.00 pm at office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur
15	Bid Security	Bid Security declaration on Rs.50/- Non-Judicial Stamp Paper
16	Bid opening Date & Time	22-11-2021 at 2.00 pm
17	Authorization	Power of attorney/board resolution letter of authorization written on the letter head by the bidder.
18	Downloading of bids	Online: https://www.sppp.raj.nic.in and https://www.alujaipur.ac.in , https://www.eproc.rajasthan.gov.in
19	Submission Date of Banker's Cheque/ Demand Draft for Bid document Fee, Bid Security declaration, E-processing Fee & Hard Copy of Bid	Date: Upto 22/11/2021 Time: Upto 01:00 PM Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur


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20	Opening of technical bids	Date: 22-11-2021 at 2.00 pm Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur
21	Date/ Time/ Place of Financial Bid Opening	Informed separately to the technically qualified bidders

16. Tendered quantity may be increased or decreased at the time of award/purchase order or during the course of agreement as per RTPP Act and rules.
17. Quantity can be divided among bidders in case of more than one bidder found qualified as per RTPP Act & rules.
18. The period within which the contract agreement is to be executed and performance security is to be submitted is 7 days from the date of issue of letter of acceptance/work order.

19. The Designation and Address of Vice-Chancellor,
First Appellate Authority *Dr. Bhimrao Ambedkar Law University, Jaipur.*
I/We.....(Name of the person) in the capacity of (Designation) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agreed to abide by all the conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as below:

Name of firm/company : _____
Office Address (with pin code) : _____
Workshop Address (With pin code) : _____
Telephone Nos. : _____
Office : _____
Residence : _____
Workshop : _____
Fax (with STD Code) : _____
E-Mail. ID : _____
Mobile : _____
Statutory Details : _____
Sales Tax/Vat Number/ TIN No. : _____
Service Tax Registration No. : _____
Income Tax PAN : _____
Bid Security Declaration : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date : _____

Place: _____

(Attach sheets where-ever necessary and strike out whichever is not applicable)

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Definitions and Acronyms

ALU	Dr. Bhimrao Ambedkar Law University, Jaipur
UNIVERSITY	Dr. Bhimrao Ambedkar Law University, Jaipur
BIDDER	The eligible Bidder who will participate in Procuring process
EMD	Earnest Money Deposit
CE	Controller of Examination
GAD	General Administrative Department
PURCHASER	Dr. Bhimrao Ambedkar Law University, Jaipur
PROCURING ENTITY	Dr. Bhimrao Ambedkar Law University, Jaipur
RFP	Request for Proposal /Tender Document/ BID
SUPPLIER	The bidder who will be finally selected and in whose name the work order will be released
Exam Section	An office of Controller of Examination/Deputy / Assistant Registrar (Examination) in the ALU.
Secrecy Section	An office of Examination Cell Headed by the Controller of Examination / Deputy / Assistant Registrar(Secrecy) in the ALU.
NIT	Notice Inviting Tender
PSD	Performance Security Deposit

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GENERAL TERMS AND CONDITIONS

Sub: - Notice Inviting Tender for "hiring of Taxi Cars /Mini Buses/Bus Vehicles etc" For Exam.2021 of Dr Bhimrao Amedkar LAW University Jaipur

1. **Parties:** - The parties to the contract are the contractor (the tenderer) to whom the work has been awarded) and the Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur.
2. **Addresses:-** For all purpose of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with Acknowledgement Due to the Dr. Bhimrao Ambedkar Law University, Jaipur. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.
3. **Earnest Money/Bid Security:** - Bid Security declaration in enclosed format on Rs.50/- Non-Judicial Stamp Paper.
 - 3.1 No request for transfer of any pervious deposit of earnest money or security deposit or adjustment against any pending bill held by the Dr. Bhimrao Ambedkar Law University, Jaipur in respect of any previous work will be entertained.
 - 3.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid banker cheque/demand draft will be forfeited by the University.
 - 3.3 The tender without Bid security declaration will be summarily rejected.
- 4 **Preparation and submission of Tender:-**

The tender should be submitted in two parts namely:-
Firstly Technical Bid (in form given in Annexure-III) and Secondly Financial Bid (in Form given in Annexure-IV) and each should be submitted electronically.
The Financial bid of only technically qualified bidders shall be opened. The date & time for opening of Financial bid will be informed separately to the technically qualified bidders.
- 5 **Signing of Tender:-** Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - (a) A "Sole proprietor" of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - (c) Directors or principal officer duly authorized by the board or Directors of the Company if it is a Company.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly


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sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- (2) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the University may without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract

NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.

- 6 **Technical Bid:-** The Technical bid should be submitted electronically in form given in annexure-III with Bankers Cheque/Demand Draft of Rs. 1000/- for tender document fee in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur and the Bankers Cheque /Demand Draft of Rs. 500/- for Processing fees in favor of MD, RISL, Jaipur.

Along with registration particulars, copy of PAN Number & GST Registration certificate issued in favor of the firm, full details of the number of Mini Bus/Cars/Taxis registered in the name of the tenderers or his firm and other information sought for in the Annexure-II.

- 7 **Financial Bid:-** The Financial Bid should also be submitted electronically in the BOQ given in Annexure-IV, which is attached separately in financial part B of Bid document, Hard copy is not accepted in any circumstance. The Financial Bid of those tenderers who are found technically qualified, will be opened on a specified date and time to be intimated to the respective qualified tenderers.

7.1 Terms of payment as stated in the tender Document shall be final.

7.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

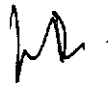
- 8 **Validity of the Bids:-** 90 days

The bids shall be valid for a period of 90 days from the date of opening of technical bid.

- 9 **Opening of Tender:-**

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

- 10 **Criteria for Evaluation of Tender:-** The Technical Bids will be opened by the Procurement committee of the University at office of the Registrar, Dr. Bhimrao Ambedkar Law


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University, Jaipur in the presence of such tenderers or their representatives who may wish to be present.

- 10.1 The Financial Bids of only those tenderers (to be informed after technical evaluation) will be opened in the presence of those technically qualified tenderers or their representatives whose technical Bids are accepted and who wish to be present.
- 11 The contract shall commence from the day of agreement. To begin with the contract will be for one year initially extendable as per RTPP Act & rules if performance/ service is found satisfactory on review after one year. The contract so awarded can be terminated by Dr. Bhimrao Ambedkar Law University, Jaipur at any time without any notice or conveying any reason thereof.
- 12 Log book to be maintained with the driver of the provided vehicle may be got signed & Certified by the user and proper entry with respect to place visited, time, kilometers etc. be made indicating name and designation of the user officer who have utilized the vehicle.
- 13 **Right of Acceptance:-** The Dr. Bhimrao Ambedkar Law University, Jaipur reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the competent Authority of the Dr. Bhimrao Ambedkar Law University, Jaipur in this regard shall be final and binding.

The Tendering Authority reserves the right to open Financial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

- 13.1 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotations.
- 13.2 **Communication of Acceptance:** - Successful Tenderer will be informed as early as possible of the acceptance of their tender by way of e-mail or telephonically followed by hard copy of letter.

14. Bid Security Deposit: - Bid Security declaration in enclosed format on Rs.50/- Non-Judicial Stamp Paper.

15. Work Performance security Deposit:- 2.5 % amount of Contract/Agreement Value will be deposited by the successful bidder within 7 days of issuing work order.

15.1 The Banker Cheque /Demand Draft can be forfeited by order of the competent authority of the Dr. Bhimrao Ambedkar Law University, Jaipur in the event of any breach or negligence or non- observance of any terms/ condition of contract or for unsatisfactory performance or for non- acceptance of the work order. On expiry of the contract, such portion of the said banker Cheque/Demand Draft as may be considered by the Dr. Bhimrao Ambedkar Law University, Jaipur sufficient to cover any incorrect or excess payments made on the bills to

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the firm, shall, be retained until the final audit report on the account of firm's bill has been received and examined.

15.2 On the acceptance of the Bid the Bidders or their authorized representative shall have to execute an agreement on non-judicial stamp of Rs. 1000/- as given in annexure-VI.

16 Penalty:-

- (A) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Mini Bus/Cars/ Taxis from the market in the event of Contractor failing to provide requisitioned number of Mini Bus/Cars/Taxis or not providing Mini Bus/Cars/ Taxis, the office shall make deductions at double the rate of hiring rate on pro-rata basis from the bills presented by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Dr. Bhimrao Ambedkar Law University, Jaipur
- (B) The powers of the Competent authority of the Dr. Bhimrao Ambedkar Law University, Jaipur under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided or forfeiture of security deposit mentioned under clause 15 above.

17. **Disclaimer:-** The family member of employees of the Dr. Bhimrao Ambedkar Law University, Jaipur are not allowed to participate in this tender.

Family members means:-

- (i) Spouse
- (ii) Sons and daughters including steps wheather married or not.
- (iii) Parent including steps.
- (iv) Any other relation who is wholly dependent on employee.

18. Breach of Terms and Conditions:-

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Dr. Bhimrao Ambedkar Law University, Jaipur in that event and the Security Deposit in the form of Bankers Cheque/Demand Draft shall be encash.

19. **Sub-let of Work:-** The Firm shall not assign or sublet the work or any part of it to any other person or party. If it is found that work has been assigned to third party than powers to cancel the contract shall vest in the University.

20. **The tender is not transferable.**

21. **Terms of payment:-**

21.1 Neither payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work nor does the

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- University take any responsibility for any kind of loan/mortgage taken by the firm or contractor or vehicle owner, as the case may be, from anywhere.
- 21.2 . The Contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment after duly verified from Controller of Examination or OIC (GAD).
- 21.3 All payments shall be made by way of cheque only after deducting appropriate taxes as declared by Government from time to time.
- 21.4 Dr. Bhimrao Ambedkar Law University, Jaipur shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Dr. Bhimrao Ambedkar Law University, if any.
- 21.5 The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and nothing else.
- 21.6 Wherever applicable all payments shall be made as per schedule of payments.
- 21.7 No advance for fuel and/or repairs and/or payment to drivers during the transportation or use of vehicle shall be given by Dr. Bhimrao Ambedkar Law University, Jaipur.
- 22 Taxes and Duties and Penalties thereon :-**
All taxes (Road Tax, Service Tax and other taxes and penalties.
There on imposed by the concern authority, if any) shall be borne by the Bidders.
- 23 Secrecy: -**
The Firm/Driver shall not disclose the arrival and departure of timings and places of the vehicles and the nature of material to be transported to unconcerned person or agency.
- 24 Log Books :-** The firm/Driver shall get necessary entries made in the log book at the time of departure, college to college, destination to destination and coming back he shall get the record of the destination covered, signed/certified by the University officials for the purpose. No passengers other than the officials deputed by the University shall be permitted to travel in the hired vehicles in any conditions.
- 25 Correctness of Kilometer:-** The firm shall ensure that the milometer which indicates the distance covered in kilometers is working properly and that gives the correct reading. In case of major variation, payment shall be made on the basis of mileage as determined according to the roadmap published by Public Works Department of Rajasthan Government and the Roadways, whichever is less.
- 26** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for Conciliation do not yield any results within a period of 10 days, either of the parties may make a request to the other party for submission of the dispute for decision to the Vice- Chancellor Dr. Bhimrao Ambedkar Law University. The decision taken by Vice-Chancellor shall be applicable and final.

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ANNEXURE -II

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

Sub :- Notice Inviting Tender for Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi

PART - I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. The list of Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi etc. along with photocopies of registration certificates should be attached with the tender.
2. (i) The Firm should be registered and should furnish a copy of registration certificate in support thereof.
(ii) The firm should have minimum three years of experience to supply hired hired vehicles to universities/autonomous bodies/public departments/banks etc. of working satisfactory. Satisfactory Service Certificates/work order from existing/past organizations should be enclosed, in this regard.
(iii) The firm should have a turn over of at least 10 lacs annual during last 3 financial years. C.A. certificate for last three financial years turn over have to be attached/provided.
3. (i) Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi provided by the contractor should not be more than 05 years old. The firm should specify the numbers of such vehicles enclosing copies of their RC.
(iii) The firms should have adequate number of vehicles. At least Ten vehicles as per requirement of the University, for which he will have to produce documentary proof of registration.
4. Only such operators may apply whose Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi have been authorized by the concerned RTO for use as public transport and who have telephone connections available at their premises/Garage/Stand from where such Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi are to be operated and can be requisitioned by the Dr. Bhimrao Ambedkar Law University, Jaipur.

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5. (i) The firm should ensure that the drivers of such vehicle hold valid driving license and are well behaved, reasonable educated, having communication skills in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- (ii) Each driver employed by the firm must have a cell-phone duly activated.
- (iii) Each driver should wear uniform while on duty in the University.
- (iv) The Drivers shall strictly observe the time schedule given to them for delivery of material at the examination centers.
- (v) No mileage will be allowed for lunch/tea of the driver and other Staff of bidder. They should carry their breakfast and lunch and dinner of their own.
- (vi) Only drivers having sufficient experience of driving in all Rajasthan and Jaipur local Should be deployed to the Dr. Bhimrao Ambedkar Law University. The firm should inform in advance the bio-data of all drivers that could be deployed for University on duty.
- (vii) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
- (viii) The time and distance in respect of hired Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi will commence and terminate at the Dr. Bhimrao Ambedkar Law University, Jaipur.
- (ix) While the Dr. Bhimrao Ambedkar Law University, Jaipur has a regular requirement for hiring Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.
- (x) The firm should have a provision to take the bookings 24x7.
6. The firm shall provide Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi which are so duly authorized to run/operate as Mini Bus/Cars/Tempo Trax/Innova/Bolero with the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibility of the firm. Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi to be provided by the firm shall use only legally authorized fuel in running the Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi.
7. Rates once finalized will be valid for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes thereon.

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ANNEXRE-III**TECHNICAL BID**

(See Clause 6 of Annexure - I of Tender Document)

1	Name of the Tenderer/Concern firm:	
2	Office Address (with Tel.& Mob.No.)	
3	Address And Tel. No. Of Garage	
4	Service Tax Registration No. Along with proof Thereof	
5	GST Registration Certificate No. along with proof thereof PAN/TIN No. Of the firm (enclose copies)	
6	Working experience to supply hired vehicles to universities/autonomous bodies/public departments/banks etc.,of the firm In last 3 financial years. Work order/satisfactory work completion certificate be enclosed.	
7	Nature of the Concern (i.e. Sole Proprietor or Partnership firm or a Company as a Government Department or a Public Sector Organization) – Copy of Registration Certificate be furnished.	
8	C.A. certificate of turn over of last three financial years.	
9	Numbers, Age in Years & Models, Make of the vehicles owned by the firm :	Separate list may be attached
10	Numbers, Age in Years & Models, Make of the vehicles not owned by the firm :	Separate list may be attached
11	Numbers of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in yrs)	Separate list may be attached
12	Availability of cell phone & Address of the driver(s)	
13	Remarks (if any)	

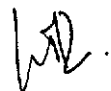
Date: -

Sign.

Station: -

Name

Seal


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ANNEXURE-IV

FINANCIAL BID

(See clause 7 of Annexure - I of Tender Document)

1. Name of the firm :-
2. Postal Address :-
3. Telephone No. :- OFFICE :
- Res. :
- Mobile No.
- Fax No.
- E-mail Address:
4. Name of Proprietor/Manager: -
- Who may be contacted with
Telephone No.

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S. No.	Category of Vehicles	Rates	
		Upto 130 K.M.	Extra Per K.M.
1	Innova		
2	Desire/Zest/Etios		
3	Tavera/Bolero/Eeco		
4	Mahindra Pick up (covered)		
5	Bus Mini (25-32 Seated)		
6	Tempo Traveler		

Note :-

- Please quote the Schedule of rate given in the Price Bid i.e. BOQ given in the Format E – Tender.
- This Annexure only for reference .

Signature of Bidder.....

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शिक्षा संकुल, जयपुर

ANNEXURE-V

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. No.	Description of requirement	Yes/No	Enclosed See Page No.
1	The Firm is registered Authority	Yes/No	
2	Turn over certificate issued by C.A.	Yes/No	
3	R.C. Book of vehicles as per annexure-II	Yes/No	
4	Road Tax Clearance Certificate of vehicles as per annexure-II	Yes/No	
5	Copy of Registration Certificate/Allotment Letter of PAN from Income Tax Dept.	Yes/No	
6	Copy of Registration Certificate/Allotment Letter of Service Tax/GST Document relating Service Tax/GST Number	Yes/No	
7	Certificate of the Valid Insurance Policy of vehicles as per annexure-II	Yes/No	
8	Valid driving License for the category of the vehicle quoted of vehicles as per annexure-II	Yes/No	
9	Valid Pollution Certificate (PUC) of vehicles as per annexure-II	Yes/No	
10	Partnership deed, if applicable	Yes/No	
11	Details of other organization where such contracts are undertaken (attach supportive documents)	Yes/No	
12	Bid Security declaration on Rs.50/- Non-Judicial Stamp Paper	Yes/No	
13	DD of Rs. 1,000/- as Bid Document Fee(DD No& Bank.....)	Yes/No	
14	DD of Rs. 500/- as Processing Fee(DD No& Bank.....)		
14	Technical Bid completed and sealed in separate envelope	Yes/No	
15	Financial Bid completed and sealed in separate envelope	Yes/No	
16	Both Technical and Financial Bid kept in a sealed and separate envelope	Yes/No	
17	Acceptance of Terms and Conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Seal :

Office Address :

Place :

Date :

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ANNEXURE-VI

Non-judicial Stamp of Rs. 1,000/-

AGREEMENT

This Agreement is made at Jaipur on this day of2021 between Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur hereinafter called the party of the 1st part and M/s. 2nd part;

Where the party of the 2nd part has agreed to render the services of hiring of Mini Bus/Cars/Taxis to the party of the 1st part for a period of one year with effect from the date of signing of this agreement on the terms and conditions mutually agreed upon as under;

1. The vehicles supplied by the firm on hiring basis to the University, shall not be in any case, 5 years old, failing which a penalty of 10% per day of the monthly bill shall, be deducted.
2. (i) Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) The firms should have at least 11 nos. of vehicles/cars to be provided as Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi. A back up of minimum of 5 vehicles/cars shall also be ensured by the firm.
(iii) Firms shall have sufficient number of drivers having experience of driving in Rajasthan State and surrounding states.
3. All the legal formalities such as registration with RTO, insurance formalities etc. shall be completed in all respect of all the vehicles provided to the University by the firm.
4. (i) The firm should ensure that the drivers hold a valid driving license of such class of vehicle he driving , well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
(ii) Each driver employed by the firm must have a cell-phone duly activated.
(iii) Each driver shall wear uniform while serving in the University, failing which a penalty shall be imposed at the discretion of the competent authority of the University.
(iv) No mileage will be allowed for lunch/tea of driver. Driver should carry his lunch.
(v) Only drivers having sufficient experience of driving in Rajasthan State and surrounding states shall be deployed to the University. The firm should inform in advance the bio-data of all drivers that could be deployed for the University service.
(vi) The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
(vii) The time and distance in respect of hired Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi will commence and terminate from Dr. Bhimrao Ambedkar Law University, Jaipur.
(viii) While the Dr. Bhimrao Ambedkar Law University, Jaipur has a regular requirement for hiring Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi from any other provider of such services even during the period of contract.
(ix) Revision of rates will not be entertained during the period of contract.

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- (x) The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
- (xi) The firm should have a provision to take bookings 24x7.
- (xii) The firm shall ensure that each of the driver carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the originating place. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of the University on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).
- (i) "Full Day" would imply a run of the Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi upto 12 hours duration.
- (ii) "Half Day" would imply a run of the Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi upto 6 Hours duration.
5. The firm shall provide Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi which are so duly authorized to run/operate as Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi by the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi to be provided by the firm shall use only legally authorized fuel in running the Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi.
6. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the contract period.
7. **Security Deposit:** The firm shall furnish FDR/Bankers cheque/Demand Draft of 5% of estimated cost/Tendered cost in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur towards Security deposit, within 3 days of the date of acceptance of tender.
- 7.1 The FDR/Bankers Cheque/Demand Draft can be forfeited by order of the Dr. Bhimrao Ambedkar Law University, Jaipur in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said FDR/Bankers Cheque/Demand Draft as may be considered by the Dr. Bhimrao Ambedkar Law University, Jaipur to cover any incorrect or excess payments made on the bill to the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
8. **Penalty :-**
- (a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi from the market in the event of Contractor failing to provide requisitioned number of Mini Bus/Cars/Taxis, or not providing Mini Bus/Cars/Taxis, the University shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the contractor or that may become due to the contractor under this or any other contract of from the security deposit or may be demanded from him to be paid within seven days to the credit of the Dr. Bhimrao Ambedkar Law University, Jaipur.

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(b) The powers of the Dr. Bhimrao Ambedkar Law University, Jaipur under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under clause 7 above.

9. Breach of Terms and Conditions :-

In case of breach of any of terms and conditions mentioned above, the competent Authority shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this University in that event and the Security deposit in the form of FDR/Bankers Cheque/Demand Draft Shall be en-cash.

10. **Sub-let of work:-** The firm shall not assign any other person or party or firm or sublet the work or any part of work to any other person or party or firm in any condition.

11. Terms of Payment :

11.1 Neither payment shall be made in advance nor any loan from any bank or Financial Institution on the basis of the order of award of work will be recommended.

11.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

11.3 All payment shall be made by cheque only.

11.4 Dr. Bhimrao Ambedkar Law University, Jaipur shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

11.5 The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and noting else.

12. If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for Conciliation do not yield any results within a period of 10 days, either of the parties may make a request to the other party for submission of the dispute for decision to the vice- chancellor Dr. Bhimrao Ambedkar Law University. The decision taken by vice-chancellor shall be applicable and final.

In witness whereof we the parties to this deed have put our hands and signatures to these present on the day and year first mentioned in token of execution of this deed.

For M/s

Registrar
For Dr. Bhimrao Ambedkar Law University,
Jaipur

Witnesses:

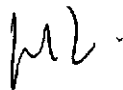
1.

2.

Witnesses:

1.

2.


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Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, declare that :

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the Bid Security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) When we withdraws or modify our bid after opening of bids ;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period ;
- (c) When we do not deposit the performance the supply of the goods or service or execute work as per supply/work order within the time specified ;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed ;
- (e) If we breach provision of code of integrity prescribed for bidding specified in the Act and chapter VI of these rules ;

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity ;

We understand this Bid Securing Declaration shall expire if :-

- (i) We are not the successful Bidder ;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder ;
- (iii) Thirty days after the expiration of our Bid ;
- (iv) The cancellation of the procurement process ;
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed : -----

Name : -----

In the capacity of : -----

Duly authorized to sign the bid for and on behalf of :

Date on days of

Corporate Seal : -----

(Note : In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid).

Signature of Bidder with Seal

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(Shall be submitted on letter head of firm)

Declaration by the Bidder regarding Qualifications

In relation to my/our bid submitted to Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur for procurements of services to hire vehicles in response to their Notice Inviting No. dated I/We here by declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that.

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents issued by the Procuring Entity.
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in bidding document.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business suspended and not the subjected of legal proceedings for any of the foregoing reasons.
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statement or misrepresentation as to my/our Professional conduct or the making of false statements or misrepresentation as to my/our qualification 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 proceedings.
5. I/We do not have a conflict of interest specified in the Act, Act Rules and the bidding Documents, which materially affects fair competition.

Date :

Place :

Signature of Bidder

Name :

Designation :

Address :

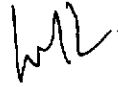


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Declaration

I/We M/s. represented by its proprietor/managing partner managing Director/Partner having its Registered Office at, do declare that I/We have carefully read all the conditions of bid no dated for procurements of services to hire vehicles accepts all condition of bid document.

I/We agree that the Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur may forfeit bid security and of performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/ fabricated at the time of inspection and not complying with the terms and conditions of the bid documents as presented in bid, GCC/SCC and other relevant documents.



**Signature & Seal of Bidder
Name & Address :**

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Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –


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

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or


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- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions 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 specifications of the Goods, Works or Services 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.

W.D.

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Annexure B : Declaration by the Bidder regarding Qualification
Declaration by the Bidder

In relation to my/our Bid submitted to for 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:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements 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 proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially 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 address of the First Appellate Authority is Vice Chancellor, Dr BhimRao Ambedkar Law University, jaipur.

The designation and address of the Second Appellate Authority is Secretary, Higher Education Department.


Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided 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 filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (2) 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 First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.


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(3) 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.

(4) 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 authorised representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.


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- (b) On the date fixed for 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.

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority) 1.

Particulars of appellant:

- (i) Name of the appellant:
(ii) Official address, if any:
(iii) Residential address:

2. Name and address of the respondent(s):

- (i)
(ii)
(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of

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the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:
(Supported by an affidavit)

7. Prayer:.....

Place

Date



Appellant's Signature

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Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

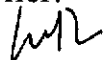
Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- 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 Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. 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.
- ii. 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 50% of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring 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.



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**3. Dividing quantities among more than one 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 216 The Rajasthan Transparency in Public Procurement Rules, 2013 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.



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