

**डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर**  
(रूसा ब्लॉक- भूतल, डॉ. आर.के. शिक्षा सकुल)

F.No. F-1/Estt.(2)/अ.वि.वि./2020-21 / 115

दिनांक : 20.08.2020

**खुली निविदा सूचना**

इस कार्यालय में वित्तीय वर्ष 2020-21 हेतु मशीन विद मैन एव चतुर्थ श्रेणी कर्मचारी की आवश्यकता है इस हेतु अनुभवी व पंजिकृत फर्मो/एँजेन्सीयो से मोहरबंद लिफाफों में निम्न कार्यो हेतु पृथक-पृथक निविदा आमंत्रित की जाती है।

क्रमांक	कार्य का नाम	निविदा शुल्क रूपये	अनुमानित लागत (लाखों मे)	धरोहर राशि रूपये
1	मशीन विद मैन की सेवाओ हेतु	200.00	2.60	2600.00
2	चतुर्थ श्रेणी कर्मचारी की सेवाओ हेतु	200.00	2.40	2400.00

निविदा विक्रय की तिथि :- दिनांक 20.08.2020 से 26.08.2020

निविदा प्राप्त करने की तिथि :- 26.08.2020, समय 04.00 P.M. तक

निविदा खोलने की तिथि :- 27.08.2020, समय 11.00 A.M.

**नोट:-** उक्त निविदा सूचना पोर्टल [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) एवं विश्वविद्यालय की वेबसाईट [alujaipur.ac.in](http://alujaipur.ac.in) पर भी देखी जा सकती है।

  
रजिस्ट्रार

डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय,  
जयपुर

**Dr. Bhim Rao Ambedkar Law University, Jaipur**  
(RUSA Block-Ground Floor, Dr. R.K. Shiksha Sankul)

**General Terms & Conditions of Bid**

1. The Dr. Bhim Rao Ambedkar Law University, Jaipur requires the service of reputed, well established and financially sound Firm for providing the Services of Three Machine with Man on job basis.
2. Bids will be considered in the prescribed Bid Form only. A complete set of Bid Document may be collected from university office i.e RUSA Block-Ground Floor, Dr. R.K. Shiksha Sankul by paying Rs. 200/- or may be downloaded from University Website i.e. <http://alujaipur.ac.in> SPP Portal i.e. <http://sppp.rajasthan.gov.in>. The cost of Bid document is Rs. 200/- (Non Refundable) which have to be paid by the bidder through Demand Draft (DD) in favour of Dr. Bhim Rao Ambedkar Law University, Jaipur at the time of submission of bid. This demand draft shall be submitted with technical bid.
3. The Bid Security of Rs 2600/- should be accompanied with the Bid of the Firm in the form of Demand Draft drawn in the favour of Dr. Bhim Rao Ambedkar Law University, The Bid Security is refundable without interest, but any Bid without Bid Security shall stand rejected.
4. The Contract will be initially for one year, which may be extended as per rules, depending upon the requirement and Administrative convenience of the University.
5. The University however, reserve **right to Terminate/Curtail** the Contract at any time after **giving 15 days notice to the Selected Firm** owing to deficiency of the Services, substandard



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quality of persons deployed, breach of any condition of Contract.

6. The bids should be submitted in two sealed covers:

(A) The first sealed cover should be superscripted "**Technical Bid**" and should contain:

- (i) The Performa at Annexure-I duly filled in.
- (ii) Previous Two years work experience of manpower supply to Government Departments/Corporations
- (iii) Demand draft for Bid Security.
- (iv) A Demand draft of the cost of bid document (If Not Purchased from the office).
- (v) Copies of registration certificates, as mentioned at point No 12 of Technical Bid Form
- (vi) Proof of turnover (Certificate issued by Chartered Accountant)
- (vii) Other supporting documents (if any)

(B) The second sealed envelope superscripted "**Financial Bid**" should contain only rates which are to be quoted for a per person, per month basis.(for 26 days in a month) Annexure-II of this document is to be used for quoting rates.

(C) Both the sealed covers should be placed in the main sealed envelope superscripted "**Tender for Machine with Man Services**". This should be addressed to the Registrar, Dr. Bhim Rao Ambedkar Law University, RUSA Block-Ground Floor, Dr. R.K. Shiksha Sankul, Jaipur and sent by post or by hand to be delivered latest by 04.00 P.M. on 26.08.2020

7. The **Technical Bids** will be opened on 27.08.2020 at 11.00 A.M. at the office of the University at Shiksha Sankul in the


  
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डी. डी. ओ. कोड-106929



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presence of the representatives of the Bidders, who choose to attend the opening of the Bids.


8. After Evaluation of Technical Bids, The Financial bids (only of successful technical bidders) will be opened on the same day.
9. Tendering Authority is not bound to accept the Lowest Tender Rates and may **reject any Tender or any part of the Tenders** without assigning any reason thereof.
10. The contracting firm will not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other firm without the prior written consent of the University.
11. The Bidder will be bound by the details furnished by him/her to the University, while submitting the bid or at the subsequent stage. In case of any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of Terms of the Contract making he/she liable for legal action besides Termination of Contract.
12. The firm should have not been blacklisted by any of the Govt. Department/Public Sector undertakings and No vigilance inquiry or Criminal case should be pending against the firm on the last date of submission of bid.
13. All entries in the Tender Form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

  
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14. No overwriting or cutting is permitted in the Bid Form. In such cases the Bid shall be summarily rejected. However, the cutting, if any, in the Bid application must be altered by the person authorized to sign the Bid and it should be attested by him/her.
15. Tenders submitted with incomplete information and not conforming to the requirements are liable to be rejected.
16. **Each page of the Tender should be signed by the bidder or by its authorized signatory with the seal of the Agency as a confirmation of accepting all the conditions of the bid.**
17. The Bids shall remain valid for a period of 90 days from the last date of submission of Bid.
18. Dr. Bhim Rao Ambedkar Law University may in its sole discretion and at any time during the processing of Tenders, may disqualify any Bidder from the Tendering if the Bidder has;
  - (a) Submitted the Tender after the prescribed Date & Time of submission of Bids
  - (b) Made misleading or false representations in the forms, Statements & attachments submitted in the proof of eligibility requirements
  - (c) If found to have a record of poor performance such as abandoning works, not properly completing the contracts, delaying completion, being involved in litigation or financial failure etc.
  - (d) Submitted Bid document, which is not accompanied by required documents and Bid Security.

  
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- (e) Failed to provide Clarification related thereto, when sought.(on the email provided in bid)
  - (f) Submitted more than one Bid. This will cause disqualification of all Bids submitted by such applicant.
19. Successful Bidder shall have to deposit Performance Security, 2.5% of the total Contract value in the form of Bank Draft in favour of Dr. Bhim Rao Ambedkar Law University, Jaipur.
  20. The Successful Bidder shall have to make monthly payments in the Bank Accounts of the persons engaged by the firm and he shall have to furnish the details of payments made by him every month with the bill of the next month.
  21. During the period of Contract, if minimum wages are revised by the Labour Department, the bidder shall be paid as per revised rates and he is bound to pay the difference of payment made to him to concerned persons.
  22. The Bidder shall have to deposit the employer's as well as the employee's share of EPF & ESI as per latest rates notified by the Central/State Government.
  23. The employee's share will be deducted from the remuneration of the person engaged whereas the employer's share shall be paid by the University.
  24. The Bidder shall submit the copies of challan of ESI & EPF so deposited every month with the bill of the next month to enable Organisation to make payment of the bill.
  25. The Goods & service Tax (GST) as per rules will also be paid to the Bidder, he shall be responsible for depositing the GST on or before due date and he shall submit the copy of challan with


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the bill of the next month. The Bidder shall be responsible for all the complications arising out by not depositing the GST on time.

26. The Bid Security at the time of Tender may be adjusted towards Performance Security amount or alternatively, the Bidder, taking the Bid Security back, may deposit a fresh performance security.
27. No interest will be paid on the amount deposited as Bid Performance Security.
28. The Successful bidder will require to execute an agreement on Non Judicial Stamp of appropriate value within 15 days of receipt of the order.
29. Performance Security amount in full or part may be forfeited, if the Terms & Conditions of contract is/are violated.
30. The Performance Security shall be refunded after 30 days after successful completion of the Contract.
31. Tax deduction at source (T.D.S) shall be made as per provisions of the Income Tax and GST and a certificate to this effect will be provided to the contracting firm.
32. The firm shall submit the Monthly bills in duplicate.
33. The person deployed should be Polite, Cordial, Positive, Efficient and medically fit in all respect.
34. The contracting Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reason or if he/she is found unacceptable to the University. The delay in providing a substitute beyond two

  
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working days would attract a penalty of Rs. 200/- per day upto the amount of Bid Security deposited by the Service providing Agency.


35. The Registrar, Dr. Bhim Rao Ambedkar Law University reserves all rights to accept or reject in part or full any or all the offers without assigning any and/or to withdraw relax any of the Terms and Conditions mentioned above so as to overcome the problem encounter at later stage.

Registrar  
Dr. Bhim Rao Ambedkar  
Law University, Jaipur

  
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## तकनीकी निविदा की शर्तें

1. न्यूनतम मजदूरी अधिनियम, 1948 के वैधानिक प्रावधानों की अनुपालना करने का दायित्व संबंधित निविदादाता का होगा।
2. प्रत्येक बोलीदाता को अपने कार्य से संबंधित अधिनियमों में पंजीकरण का विवरण तकनीकी निविदा के प्रारूप में अंकित करना होगा।
3. राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत निविदादाता ही उक्त प्रकार की बोली में भाग लेने के पात्र होंगे। पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपियाँ पूर्ण रूप से भरे हुए बोली दस्तावेजों के साथ संलग्न कर प्रस्तुत करनी होगी।
4. श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना करने का दायित्व निविदादाता का ही होगा। श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये निविदादाता स्वयं उत्तरदायी होगा।
5. यदि निविदादाता एवं कार्य पर लगाये गये व्यक्तियों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबंधकीय जिम्मेदारी निविदादाता की होगी। इसके लिये विश्वविद्यालय का सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिए उत्तरदायी होगा।
6. नियोजित व्यक्तियों द्वारा 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम, 1974 में विहित प्रावधानों के अनुसार नियोजित व्यक्तियों को हटाने, कार्यमुक्त करने, नोटिस, वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व निविदादाता का होगा।
7. कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई करवाने/सामुहिक दुर्घटना बीमा कराने

  
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इत्यादि की जिम्मेदारी एवं दायित्व निविदादाता का होगा, इसके लिये विश्वविद्यालय की कोई जिम्मेदारी नहीं होगी।

8. बोलीदाता का गत तीन वर्षों का औसत टर्न ओवर न्यूनतम 2 लाख रु होना चाहिये तथा इसका प्रमाण तकनीकी बिड के साथ संलग्न करना होगा।
9. बोलीदाता को गत दो वित्तीय वर्षों में सरकारी विभाग/कॉरपोरेशन/स्वायत्त निकाय/विश्वविद्यालय में मैन पॉवर सर्विसेज उपलब्ध कराने का अनुभव होना चाहिये। इस हेतु संबंधित विभाग/संस्था से जारी कार्यादेश अथवा अनुभव प्रमाण पत्र संलग्न करना होगा।
10. बोलीदाता को न्यूनतम निम्नांकित (Specification) के तीन कम्प्यूटर/प्रिन्टर, UPS एवं ऑपरेटर निम्नलिखित लगाने होंगे:-

- (a) **Computer:** - intel Core i3 with Ram 4 GB or higher, hard disk 1 TB. 18.5 Inch TFT Display. 10/100/1000 Mbps LAN Card, wifi Adapter, DVD Writer, Standard Keyboard, Optical Scrolling Mouse, Standard Serial, Parallel & USB Ports, Window 10. Antivirus, Atleast Preinstalled MS Office 2016. Responsibility or software license will be borne by the Successful Bidder.
- (b) **Printer:-** black and white Multifunctional laser printer with minimum speed 18 ppm.
- (c) **UPS:-** Online/ Offline UPS for above Computer and printer with minimum 30 minutes battery backup.

प्रशिक्षित कार्मिक (ऑपरेटर) का जॉब कार्य का विवरण इस प्रकार है:-

1. हिन्दी एवं अंग्रेजी भाषा में पर्याप्त गति से टंकण कार्य एवं प्रिन्टिंग करना।
  2. डाटा एन्ट्री का कार्य करना।
  3. MS Office (MS-word, MS Excel, MS Power Point इत्यादि) में कार्य करना।
  4. ई-मेल करना/प्राप्त करना।
  5. संबंधित अधिकारी द्वारा उपर्युक्त बिन्दुओं से संबंधित एवं सूचना तकनीक से संबंधित अन्य आवंटित कार्य करना इत्यादि।
11. यदि निविदादाता द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किए जाने की शिकायत विश्वविद्यालय को प्राप्त होती है तो विश्वविद्यालय

  
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इस संबंध में श्रम विभाग को अनिवार्य रूप से सूचित करेगा और आवश्यक होने की स्थिति में निविदादाता को **Debar** कराने की कार्यवाही करेगा।

12. विश्वविद्यालय द्वारा निविदादाता को कार्य आदेश जारी करने के पश्चात् कार्यादेश की प्रति श्रम विभाग के संबंधित जिला स्तरीय अधिकारी एवं श्रम विभाग मुख्यालय को अनिवार्य रूप से प्रेषित की जायेगी।
13. निविदा प्रक्रिया में RTPP Act/ RTPP Rules एवं सामान्य वित्तीय एवं लेखा नियम के सम्बन्धित प्रावधान लागू होंगे।
14. विश्वविद्यालय द्वारा निविदादाता से सम्पर्क e-mail के माध्यम से भी किया जावेगा। अतः पूर्णरूप से संचालित e-mail ही bid में अंकित की जाए।
15. निविदा से संबंधित किसी भी प्रकार के स्पष्टीकरण के लिये विश्वविद्यालय के निम्नलिखित अधिकारी से सम्पर्क किया जा सकता है:-

नाम	राजनारायण शर्मा, (कुलसचिव)
कार्यालय का पता	रूसा ब्लॉक- भूतल, डॉ. आर.के. शिक्षा संकुल
दूरभाष न.	8058321213

16. इस बिड के संबंध में विश्वविद्यालय के किसी भी निर्णय के विरुद्ध प्रथम एवं द्वितीय अपील क्रमशः शासन सचिव, उच्च शिक्षा विभाग एवं शासन सचिव वित्त (बजट) विभाग को की जा सकेगी।

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**Annexure-I**

तकनीकी बोली प्रपत्र

(Technical Bid Form)

For Providing Machine with Man Services

1	फर्म का नाम	
2	फर्म का पूर्ण पता:-	
3	दुरभाष संख्या /फैक्स:-	
4	ई-मेल:-	
5	किसमें पंजीकृत है:- (पंजीकरण संख्या/ दिनांक)	
6	बोली दस्तावेज हस्ताक्षर करने के लिये अधिकृत व्यक्ति का नाम:- (अधिकार पत्र की प्रति संलग्न करें।)	
7	बिड फॉर्म की कीमत (यदि विश्वविद्यालय से क्रय नहीं किया है।)	
	(अ) राशि	200 रु
	(ब) बैंक ड्राफ्ट संख्या	
	(स) बैंक का नाम	
8	जमा करवाई बिड प्रतिभूति (Bid Security) की राशि का विवरण	
	(अ) राशि	2600 रु
	(ब) बैंक ड्राफ्ट संख्या	


	(स) बैंक का नाम				
9	फर्म का गत तीन वित्तीय वर्षों का औसत टर्नओवर:- (प्रमाण स्वरूप दस्तावेज संलग्न करें।)				
10	फर्म का गत दो वित्तीय वर्षों का कार्य अनुभव (प्रमाण स्वरूप दस्तावेज संलग्न करें।)				
11	संबंधित अधिनियमों में पंजीकरण का विवरण:- (प्रतिलिपी मय हस्ताक्षर प्रस्तुत करें।)				
	विवरण	रजि.सं.	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
i)	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970				
ii)	कर्मचारी भविष्य निधि अधिनियम, 1952				
iii)	कर्मचारी राज्य बीमा अधिनियम, 1948				
iv)	वस्तु एवं सेवाकर (GST)				
v)	आयकर (पैन नंबर)				
vi)	राजस्थान दुकान एवं वणिज्यिक संस्थान अधिनियम, 1958 या इण्डियन पार्टनरशिप एक्ट, 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट, 1956/2013 के अन्तर्गत				

दिनांक

नाम:-

हस्ताक्षर:-

सील:-

  
 कुलसचिव  
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## Annexure-II

वित्तीय बोली का प्रारूप  
(अलग लिफाफे जिस पर वित्तीय बिड लिखा हो में ही प्रस्तुत करें।)

1	फर्म का नाम :-	
2	फर्म का पूर्ण पता :-	
3	वर्तमान में श्रम विभाग द्वारा निर्धारित न्यूनतम पारश्रमिक	299 रुपये प्रतिदिन प्रतिव्यक्ति
4	मासिक पारश्रमिक की राशि प्रतिव्यक्ति (26 दिन के लिए)	7774 रुपये प्रतिमाह प्रतिव्यक्ति
5	कम्प्यूटर मशीन मय प्रिन्टर एवं UPS के किराया	रुपये प्रतिमाह .....प्रति यूनिट
6	योग (4+5)	रुपये प्रति व्यक्ति .....प्रतिमाह
7	सेवाप्रदाता का सर्विस चार्ज प्रतिमाह	रुपये प्रति व्यक्ति .....प्रतिमाह.
8	पारश्रमिक की राशि पर नियोक्ता की ओर से देय EPF की राशि (13.00%)	1011 रुपये प्रति व्यक्ति प्रतिमाह
9	पारश्रमिक की राशि पर नियोक्ता की ओर से देय ESI की राशि (3.25%)	253 रुपये प्रति व्यक्ति प्रतिमाह
10	GST प्रतिव्यक्ति प्रतिमाह (यदि लागू है तो GST पंजीयन प्रमाण पत्र की फोटोप्रति संलग्न करें)	दर ..... प्रतिशत राशि ..... रुपये
11	महायोग (6+7+8+9+10)	रुपये प्रति व्यक्ति प्रतिमाह .....


दिनांक:-

हस्ताक्षर

नाम

सील

(वित्तीय बोली तकनीकी बिड के साथ प्रस्तुत किए जाने पर बिड अस्वीकार कर दी जाएगी।)

  
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GST shall be paid extra as per applicable rate

1. The Management Fee/Overheads as service charges shall be quoted by the Bidder in percentage of wages/remuneration in the Sr. No. 7 of above format.
2. The Management Fee/Overheads so quoted in the Financial Proposal shall include all expenses incurred by the Bidder towards the Assignment, including, but not limited to, office overheads, Coordinator expenses, supervision charges, expenses of any certificate to be submitted for deployment of personnel, interest or any expenses of amount deposited towards performance security or any other liability, or any other expenses incurred by it in course of the assignment under this Bid. It shall also include profit of the Agency.
3. The Most advantageous bidder will be decided on the total value of monthly charges as mentioned at Sr. No. 11 above format.. This criteria is mentioned for only evaluation purpose, the payment shall be made to the contractor as per actuals.
4. It shall be ensured that **the value of Service charge should be more than zero.**
5. Fee is to be charged by the Bidder as % of wages/remuneration being paid for the deployed personnel (Inclusive of employer contribution of EPF/ ESI).
6. All calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.
7. The Authority will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to the terms and conditions of the bidding document.
8. If it is found that the offered rates is not feasible as it does not meet the minimum expenditure as mentioned for Management Fee/ Overhead charges/ computer machines, The Procuring entity may invite Bidder to submit detailed rate justification. If the same is not found acceptable, the lowest offer may be rejected and The authority may declare the next lowest bidder/ offer as the Preferred Bidder/ offer or the Most Advantageous Bidder/ offer.

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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.

  
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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 Secretary, Higher Education Department.

The designation and address of the Second Appellate Authority is Secretary Finance (Budget).


### **(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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.

- (2) 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.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the 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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**(4) Appeal not to lie in certain cases**

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**


- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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 No .....of .....

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. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

  
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- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the 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.

**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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### **General Terms & Conditions of Bid**

1. The Dr. Bhim Rao Ambedkar Law University, Jaipur requires the service of reputed, well established and financially sound Firm for providing the Services of Four Peons on job basis.
2. Bids will be considered in the prescribed Bid Form only. A complete set of Bid Document may be collected from university office i.e RUSA Block-Ground Floor, Dr. R.K. Shiksha Sankul by paying Rs. 200/- or may be downloaded from University Website i.e. <http://alujaipur.ac.in> SPP Portal i.e. <http://sppp.rajasthan.gov.in>. The cost of Bid document is Rs. 200/- (Non Refundable) which have to be paid by the bidder through Demand Draft (DD) in favour of Dr. Bhim Rao Ambedkar Law University, Jaipur at the time of submission of bid. This demand draft shall be submitted with technical bid.
3. The Bid Security of Rs 2400/- should be accompanied with the Bid of the Firm in the form of Demand Draft drawn in the favour of Dr. Bhim Rao Ambedkar Law University, The Bid Security is refundable without interest, but any Bid without Bid Security shall stand rejected.
4. The Contract will be initially for one year, which may be extended as per rules, depending upon the requirement and Administrative convenience of the University.
5. The University however, reserve **right to Terminate/Curtail** the Contract at any time after **giving 15 days notice to the Selected Firm** owing to deficiency of the Services, substandard






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quality of persons deployed, breach of any condition of Contract.


6. The bids should be submitted in two sealed covers:
- (A) The first sealed cover should be superscripted "**Technical Bid**" and should contain:
- (i) The Performa at Annexure-I duly filled in.
  - (ii) Previous Two years work experience of manpower supply to Government Departments/Corporations
  - (iii) Demand draft for Bid Security.
  - (iv) A Demand draft of the cost of bid document (If Not Purchased from the office).
  - (v) Copies of registration certificates, as mentioned at point No 12 of Technical Bid Form
  - (vi) Proof of turnover (Certificate issued by Chartered Accountant)
  - (vii) Other supporting documents (if any)
- (B) The second sealed envelope superscripted "**Financial Bid**" should contain only rates which are to be quoted for a per person, per month basis.(for 26 days in a month) Annexure-II of this document is to be used for quoting rates.
- (C) Both the sealed covers should be placed in the main sealed envelope superscripted "**Tender for Peon Services**". This should be addressed to the Registrar, Dr. Bhim Rao Ambedkar Law University, RUSA Block-Ground Floor, Dr. R.K. Shiksha Sankul, Jaipur and sent by post or by hand to be delivered latest by 04.00 PM on 26.08.2020
7. The **Technical Bids** will be opened on 27.08.2020 at 11.00 A.M at the office of the University at Shiksha Sankul in the

  
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presence of the representatives of the Bidders, who choose to attend the opening of the Bids.

8. After Evaluation of Technical Bids, The Financial bids (only of successful technical bidders) will be opened on the same day.
9. Tendering Authority is not bound to accept the Lowest Tender Rates and may **reject any Tender or any part of the Tenders** without assigning any reason thereof.
10. The contracting firm will not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other firm without the prior written consent of the University.
11. The Bidder will be bound by the details furnished by him/her to the University, while submitting the bid or at the subsequent stage. In case of any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of Terms of the Contract making he/she liable for legal action besides Termination of Contract.
12. The firm should have not been blacklisted by any of the Govt. Department/Public Sector undertakings and No vigilance inquiry or Criminal case should be pending against the firm on the last date of submission of bid.
13. All entries in the Tender Form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

  
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14. No overwriting or cutting is permitted in the Bid Form. In such cases the Bid shall be summarily rejected. However, the cutting, if any, in the Bid application must be altered by the person authorized to sign the Bid and it should be attested by him/her.
15. Tenders submitted with incomplete information and not conforming to the requirements are liable to be rejected.
16. **Each page of the Tender should be signed by the bidder or by its authorized signatory with the seal of the Agency as a confirmation of accepting all the conditions of the bid.**
17. The Bids shall remain valid for a period of 90 days from the last date of submission of Bid.
18. Dr. Bhim Rao Ambedkar Law University may in its sole discretion and at any time during the processing of Tenders, may disqualify any Bidder from the Tendering if the Bidder has;
  - (a) Submitted the Tender after the prescribed Date & Time of submission of Bids
  - (b) Made misleading or false representations in the forms, Statements & attachments submitted in the proof of eligibility requirements
  - (c) If found to have a record of poor performance such as abandoning works, not properly completing the contracts, delaying completion, being involved in litigation or financial failure etc.
  - (d) Submitted Bid document, which is not accompanied by required documents and Bid Security.

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- (e) Failed to provide Clarification related thereto, when sought.(on the email provided in bid)
  - (f) Submitted more than one Bid. This will cause disqualification of all Bids submitted by such applicant.
19. Successful Bidder shall have to deposit Performance Security, 2.5% of the total Contract value in the form of Bank Draft in favour of Dr. Bhim Rao Ambedkar Law University, Jaipur.
  20. The Successful Bidder shall have to make monthly payments in the Bank Accounts of the persons engaged by the firm and he shall have to furnish the details of payments made by him every month with the bill of the next month.
  21. During the period of Contract, if minimum wages are revised by the Labour Department, the bidder shall be paid as per revised rates and he is bound to pay the difference of payment made to him to concerned persons.
  22. The Bidder shall have to deposit the employer's as well as the employee's share of EPF & ESI as per latest rates notified by the Central/State Government.
  23. The employee's share will be deducted from the remuneration of the person engaged whereas the employer's share shall be paid by the University.
  24. The Bidder shall submit the copies of challan of ESI & EPF so deposited every month with the bill of the next month to enable Organisation to make payment of the bill.
  25. The Goods & service Tax (GST) as per rules will also be paid to the Bidder, he shall be responsible for depositing the GST on or before due date and he shall submit the copy of challan with



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the bill of the next month. The Bidder shall be responsible for all the complications arising out by not depositing the GST on time.

26. The Bid Security at the time of Tender may be adjusted towards Performance Security amount or alternatively, the Bidder, taking the Bid Security back, may deposit a fresh performance security.
27. No interest will be paid on the amount deposited as Bid Performance Security.
28. The Successful bidder will require to execute an agreement on Non Judicial Stamp of appropriate value within 15 days of receipt of the order.
29. Performance Security amount in full or part may be forfeited, if the Terms & Conditions of contract is/are violated.
30. The Performance Security shall be refunded after 30 days after successful completion of the Contract.
31. Tax deduction at source (T.D.S) shall be made as per provisions of the Income Tax and GST and a certificate to this effect will be provided to the contracting firm.
32. The firm shall submit the Monthly bills in duplicate.
33. The person deployed should be Polite, Cordial, Positive, Efficient and medically fit in all respect.
34. The contracting Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reason or if he/she is found unacceptable to the University. The delay in providing a substitute beyond two

  
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डी. डी. ओ. कोड-106929

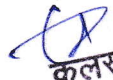


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working days would attract a penalty of Rs. 200/- per day upto the amount of Bid Security deposited by the Service providing Agency.

35. The Registrar, Dr. Bhim Rao Ambedkar Law University reserves all rights to accept or reject in part or full any or all the offers without assigning any and/or to withdraw relax any of the Terms and Conditions mentioned above so as to overcome the problem encounter at later stage.


Registrar  
Dr. Bhim Rao Ambedkar  
Law University, Jaipur

  
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## तकनीकी निविदा की शर्तें


1. न्यूनतम मजदूरी अधिनियम, 1948 के वैधानिक प्रावधानों की अनुपालना करने का दायित्व संबंधित निविदादाता का होगा।
2. प्रत्येक बोलीदाता को अपने कार्य से संबंधित अधिनियमों में पंजीकरण का विवरण तकनीकी निविदा के प्रारूप में अंकित करना होगा।
3. राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत निविदादाता ही उक्त प्रकार की बोली में भाग लेने के पात्र होंगे। पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपियाँ पूर्ण रूप से भरे हुए बोली दस्तावेजों के साथ संलग्न कर प्रस्तुत करनी होगी।
4. श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना करने का दायित्व निविदादाता का ही होगा। श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये निविदादाता स्वयं उत्तरदायी होगा।
5. यदि निविदादाता एवं कार्य पर लगाये गये व्यक्तियों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबंधकीय जिम्मेदारी निविदादाता की होगी। इसके लिये विश्वविद्यालय का सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिए उत्तरदायी होगा।
6. नियोजित व्यक्तियों द्वारा 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम, 1974 में विहित प्रावधानों के अनुसार नियोजित व्यक्तियों को हटाने, कार्यमुक्त करने, नोटिस, वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व निविदादाता का होगा।
7. कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई करवाने/सामुहिक दुर्घटना बीमा कराने

  
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इत्यादि की जिम्मेदारी एवं दायित्व निविदादाता का होगा, इसके लिये विश्वविद्यालय की कोई जिम्मेदारी नहीं होगी।

8. बोलीदाता का गत तीन वर्षों का औसत टर्न ओवर न्यूनतम 2 लाख रु होना चाहिये तथा इसका प्रमाण तकनीकी बिड के साथ संलग्न करना होगा।
9. बोलीदाता को गत दो वित्तीय वर्षों में सरकारी विभाग/कॉरपोरेशन/स्वायत्त निकाय/विश्वविद्यालय में मैन पॉवर सर्विसेज उपलब्ध कराने का अनुभव होना चाहिये। इस हेतु संबंधित विभाग/संस्था से जारी कार्यादेश अथवा अनुभव प्रमाण पत्र संलग्न करना होगा।
10. बोलीदाता द्वारा उपलब्ध करवाये गये व्यक्तियों को सहायक कर्मचारियों के लिये निर्धारित कार्य करने होंगे:-
  - पत्रावलियों को निदिष्ट स्थान/अधिकारी तक पहुँचाना।
  - विश्वविद्यालय के कार्यालय में अधिकारियों/कर्मचारियों के टेबल, कुर्सी अन्य फर्नीचर की सफाई करना।
  - अधिकारियों/कर्मचारियों/आगंतुकों को जलपान आदि सर्व करना।
  - विश्वविद्यालय प्रशासन द्वारा निर्देशित अन्य कार्य करना।
11. यदि निविदादाता द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किए जाने की शिकायत विश्वविद्यालय को प्राप्त होती है तो विश्वविद्यालय इस संबंध में श्रम विभाग को अनिवार्य रूप से सूचित करेगा और आवश्यक होने की स्थिति में निविदादाता को **Debar** कराने की कार्यवाही करेगा।
12. विश्वविद्यालय द्वारा निविदादाता को कार्य आदेश जारी करने के पश्चात् कार्यादेश की प्रति श्रम विभाग के संबंधित जिला स्तरीय अधिकारी एवं श्रम विभाग मुख्यालय को अनिवार्य रूप से प्रेषित की जायेगी।
13. निविदा प्रक्रिया में RTPP Act/ RTPP Rules एवं सामान्य वित्तीय एवं लेखा नियम के सम्बन्धित प्रावधान लागू होंगे।
14. विश्वविद्यालय द्वारा निविदादाता से सम्पर्क e-mail के माध्यम से भी किया जावेगा। अतः पूर्णरूप से संचालित e-mail ही bid में अंकित की जाए।
15. निविदा से संबंधित किसी भी प्रकार के स्पष्टीकरण के लिये विश्वविद्यालय के निम्नलिखित अधिकारी से सम्पर्क किया जा सकता है:-

  
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(RUSA Block-Ground Floor, Dr. R.K. Shiksha Sankul)

नाम	राजनारायण शर्मा, (कुलसचिव)
कार्यालय का पता	रुसा ब्लॉक- भूतल, डॉ. आर.के. शिक्षा संकुल
दूरभाष न.	8058321213

16. इस बिड के संबंध में विश्वविद्यालय के किसी भी निर्णय के विरुद्ध प्रथम एवं द्वितीय अपील क्रमशः शासन सचिव, उच्च शिक्षा विभाग एवं शासन सचिव वित्त (बजट) विभाग को की जा सकेगी।

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**Annexure-I**

तकनीकी बोली प्रपत्र

**(Technical Bid Form)  
For Providing Peon Services**

1	फर्म का नाम	
2	फर्म का पूर्ण पता:-	
3	दुरभाष संख्या /फैक्स:-	
4	ई-मेल:-	
5	किसमें पंजीकृत है:- (पंजीकरण संख्या/ दिनांक)	
6	बोली दस्तावेज हस्ताक्षर करने के लिये अधिकृत व्यक्ति का नाम:- (अधिकार पत्र की प्रति संलग्न करें।)	
7	बिड फॉर्म की कीमत (यदि विश्वविद्यालय से क्रय नही किया है।)	
	(अ) राशि	200 रु
	(ब) बैंक ड्राफ्ट संख्या	
	(स) बैंक का नाम	
8	जमा करवाई बिड प्रतिभूति (Bid Security) की राशि का विवरण	
	(अ) राशि	2400 रु
	(ब) बैंक ड्राफ्ट संख्या	


	(ब) बैंक ड्राफ्ट संख्या	
	(स) बैंक का नाम	
9	फर्म का गत तीन वित्तीय वर्षों का औसत टर्नओवर:- (प्रमाण स्वरूप दस्तावेज संलग्न करें।)	
10	संबंधित अधिनियमों में पंजीकरण का विवरण:- (प्रतिलिपी मय हस्ताक्षर प्रस्तुत करें।)	
	विवरण	रजि.सं. वर्ष पंजीकरण दिनांक संलग्नक क्रमांक
i)	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970	
ii)	कर्मचारी भविष्य निधि अधिनियम, 1952	
iii)	कर्मचारी राज्य बीमा अधिनियम, 1948	
iv)	वस्तु एवं सेवाकर (GST)	
v)	आयकर (पैन नंबर)	
vi)	राजस्थान दुकान एवं वणिज्यिक संस्थान अधिनियम, 1958 या इण्डियन पार्टनरशिप एक्ट, 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट, 1956/2013 के अन्तर्गत	

दिनांक

नाम:-

हस्ताक्षर:-

सील:-

  
 कुलसचिव  
 डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय  
 जयपुर  
 डी. डी. ओ. कोड-106929

## Annexure-II

**वित्तीय बोली का प्रारूप**  
(अलग लिफाफे जिस पर वित्तीय बिड लिखा हो में ही प्रस्तुत करें।)

1	फर्म का नाम :-	
2	फर्म का पूर्ण पता :-	
3	वर्तमान में श्रम विभाग द्वारा निर्धारित न्यूनतम पारश्रमिक	225 रुपये प्रतिदिन प्रतिव्यक्ति
4	मासिक पारश्रमिक की राशि प्रतिव्यक्ति (26 दिन के लिए)	5850 रुपये प्रतिमाह प्रतिव्यक्ति
5	कम्प्यूटर मशीन मय प्रिन्टर एवं UPS के किराया	रुपये प्रतिमाह .....प्रति यूनिट
6	योग (4+5)	रुपये प्रति व्यक्ति .....प्रतिमाह
7	पारश्रमिक की राशि पर नियोक्ता की ओर से देय EPF की राशि (13.00%)	760.50 रुपये प्रति व्यक्ति प्रतिमाह
8	पारश्रमिक की राशि पर नियोक्ता की ओर से देय ESI की राशि (3.25%)	190.12 रुपये प्रति व्यक्ति प्रतिमाह
9	सेवाप्रदाता का सर्विस चार्ज प्रतिमाह	रुपये प्रति व्यक्ति .....प्रतिमाह.
10	GST प्रतिव्यक्ति प्रतिमाह (यदि लागू है तो GST पंजीयन प्रमाण पत्र की फोटोप्रति संलग्न करें)	दर ..... प्रतिशत राशि ..... रुपये
11	महायोग (6+7+8+9+10)	रुपये प्रति व्यक्ति ..... प्रतिमाह


दिनांक:-

हस्ताक्षर

नाम

सील

(वित्तीय बोली तकनीकी बिड के साथ प्रस्तुत किए जाने पर बिड अस्वीकार कर दी जाएगी।)

  
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 डी डी. ओ. कोड-106929



GST shall be paid extra as per applicable rate


1. The Management Fee/Overheads as service charges shall be quoted by the Bidder in percentage of wages/remuneration in the Sr. No. 9 of above format.
2. The Management Fee/Overheads so quoted in the Financial Proposal shall include all expenses incurred by the Bidder towards the Assignment, including, but not limited to, office overheads, Coordinator expenses, supervision charges, expenses of any certificate to be submitted for deployment of personnel, interest or any expenses of amount deposited towards performance security or any other liability, or any other expenses incurred by it in course of the assignment under this Bid. It shall also include profit of the Agency.
3. The Most advantageous bidder will be decided on the total value of monthly charges as mentioned at Sr. No. 11 above format. This criteria is mentioned for only evaluation purpose, the payment shall be made to the contractor as per actuals.
4. It shall be ensured that **the value of Service charge should be more than zero.**
5. Fee is to be charged by the Bidder as % of wages/remuneration being paid for the deployed personnel (Inclusive of employer contribution of EPF/ ESI).
6. All calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.
7. The Authority will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to the terms and conditions of the bidding document.
8. If it is found that the offered rates is not feasible as it does not meet the minimum expenditure as mentioned for Management Fee/ Overhead charges/ computer machines, The Procuring entity may invite Bidder to submit detailed rate justification. If the same is not found acceptable, the lowest offer may be rejected and The authority may declare the next lowest bidder/ offer as the Preferred Bidder/ offer or the Most Advantageous Bidder/ offer.

दिनांक:-

हस्ताक्षर

नाम

सील

  
कुलसचिव  
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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.

  
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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 Secretary, Higher Education Department.

The designation and address of the Second Appellate Authority is Secretary Finance (Budget).


### **(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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.

- (2) 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.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the 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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**(4) Appeal not to lie in certain cases**

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**


- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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 No .....of .....

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. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the

  
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original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the 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.

**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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