

TENDER DOCUMENT

FOR

“Procurement of Services of Six Security Guards” of Dr. Bhimrao Ambedkar Law University, Jaipur.

Dr. Bhimrao Ambedkar Law University, Jaipur

TEL. Number:- 0141-2941442

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

Website: - www.alujaipur.ac.in

Estimated Cost of Rate contact	:-	08.00 lacs
Cost of Bid Document	:-	Rs.500/-(Rupees One thousand only) Cheque/DD in Favor of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur
Processing Fee	:-	Rs. 500/- (Rupees One thousand only), DD/BC in favor of MD, RISL, Jaipur)
Bid Security	:-	Bid Security of Rs.16,000/- by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur.



Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

INTRODUCTION

Dated :		
1	Subject matter of procurement	Procurement of Services of Six (6) Security Guard open Competitive E-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. 08.00 Lacs
4	(i) The price of the Bidding Document	Rs. 500/- by way of Demand Draft/Banker's Cheque in favour of Dr. Bhimrao Ambedkar Law University, Jaipur.
	(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. Number :- 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-A)
9	Publishing Date	31.03.2022
10	Document downloading start date	31.03.2022
11	Bid document download end date & Time	05.04.2022 at 01.00 pm
12	Bid submission end date & time	05.04..2022 at 02.00 pm
13	The Bid Validity period shall be	90 days from the date of opening of technical bid.
14	Submission Date of Banker's Cheque/ Demand Draft for Bid document Fee, Bid Security, E-processing Fee	Date: 05.04.2022 Upto Time: Upto 3.00 PM Place: office at RUSA Bhawan, Ground Floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur-302005
15	Bid Security	Bid Security of Rs. 16,000/- by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur.
16	Bid opening Date & Time	05.04.2022 at 4.00 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	Opening of technical bids	Date: at 4.00 pm, date 05.04.2022 Place: office at RUSA Bhawan, Ground Floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur-302005
20	Date/ Time/ Place of Financial Bid Opening	Informed separately to the technically qualified bidders


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21. 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.
22. Quantity can be divided among bidders in case of more than one bidder found qualified as per RTPP Act & rules.
23. The period within which the contract agreement is to be executed and performance security is to be submitted is 5 days from the date of issue of letter of acceptance/work order.
24. 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)	:	_____
Telephone Nos.	:	_____
Office	:	_____
Residence	:	_____
Office	:	_____
Fax (with STD Code)	:	_____
E-Mail. ID	:	_____
Mobile	:	_____
Statutory Details		
Sales Tax/Vat Number/ TIN Number	:	_____
Service Tax Registration Number	:	_____
Income Tax PAN	:	_____
Bid Security	:	_____

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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Dr. Bhimrao Ambedkar Law University
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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 "Procurement of Services of Security Guard" of Dr. Bhimrao Ambedkar 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. **Bid Security:** - Bid Security of Rs. 16,000/- by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur.
 - 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 of bid security will be forfeited by the University.
 - 3.3 The tender without Bid security 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-A) and Secondly Financial Bid (in Form given in Annexure-K) 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 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.

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- (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-A with Bankers Cheque/Demand Draft of Rs. 500/- for tender document fee in favor of 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 information sought for in the Annexure-A.

7. **Financial Bid:-** The Financial Bid should also be submitted electronically in the BOQ given in **Annexure-K** 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 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 RTTP 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.

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12. **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.

- 12.1 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.
- 12.2 **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.
13. **Bid Security Deposit:** - Bid Security of Rs. 16,000/- by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur.
14. **Work Performance Security Deposit:** - 2.5% amount of Contract/Agreement/Work order Value will be deposited by the successful bidder by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur within 5 days of issuing work order.
15. The Bankers Cheque /Demand Draft of work performance security 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 the firm, shall, be retained until the final audit report on the account of firm's bill has been received and examined.

On the acceptance of the Bid the Bidders or their authorized representative shall have to execute an agreement on non- judicial stamp of Rs. 500/- within 5 days of issuing work order.

16. Penalty:-

- (A) In case of breach of any conditions of the contract and for all type of losses caused including excess cost of services of security guards in the event of Contractor failing to provide services. The office shall make deductions at double the rate for the services of security guards 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 Dr. Bhimrao Ambedkar Law University, Jaipur

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(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 whether 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 forfeited.

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 University take any responsibility for any kind of loan/mortgage taken by the firm or contractor, as the case may be, from anywhere.

21.2 All payments shall be made by way of CHEQUE/NEFT/RTGS only after deducting appropriate taxes as declared by Government from time to time.

21.3 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.

21.4 The term 'payment' mentioned in this para includes only for providing services of Security Guards and nothing else.

21.5 Wherever applicable all payments shall be made as per schedule of payments.

21.6 No advance for providing services of Security Guards shall be given by Dr. Bhimrao Ambedkar Law University, Jaipur.

22 **Confidentiality:** The agency must keep confidential all matters relating to the services of Security Guards.

23 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


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the Vice- Chancellor Dr. Bhimrao Ambedkar Law University. The decision taken by Vice-Chancellor shall be applicable and final:-

24 Termination of Assignment:

The University can terminate the assignment any time without assigning any reason.

25 The Dr. Bhim Rao Ambedkar Law University, Jaipur requires the service of reputed, well established and financially sound Firm for providing the Services of Six Security Guard on job basis.

26 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.

27 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.

28 Tenders uploaded with incomplete information and not conforming to the requirements are liable to be rejected.

29 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.

30 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) Made misleading or false representations in the forms, Statements & attachments submitted in the proof of eligibility requirements
- (b) 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.
- (c) Uploaded Bid document, which is not accompanied by required documents and Bid Security declaration.
- (d) Failed to provide Clarification related thereto, when sought.(on the email provided in bid or otherwise)
- (e) Uploaded more than one Bid. This will cause disqualification of all Bids submitted by such applicant.

31 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.

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- 32 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.
- 33 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.
- 34 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.
- 35 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 the bill of the next month. The Bidder shall be responsible for all the complications arising out by not depositing the GST on time.
- 36 No interest will be paid on the amount deposited as Performance Security.
- 37 Performance Security amount in full or part may be forfeited, if the Terms & Conditions of contract is/are violated.
- 38 The Performance Security shall be refunded after 30 days after successful completion of the Contract.
- 39 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.
- 40 The firm shall submit the Monthly bills in duplicate.
- 41 The person deployed should be Polite, Cordial, Positive, Efficient and medically fit in all respect.
- 42 GST shall be paid extra as Per applicable rate
- 43 The Management Fee/ Overheads as service charges shall be quoted by the Bidder in appropriate place of the format.
- 44 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 other expenses incurred by it in course of the assignment under this Bid. It shall also include profit of the Agency.
- 45 The Most advantageous bidder will be decided on the total value of monthly charges. As this criteria is mentioned for only evaluation purpose, the payment shall be made to the contractor as per actuals.
- 46 It shall be ensured that **the value of Service chare should be more than zero.**

- 47 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.
- 48 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.

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Registrar

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तकनीकी बोली प्रपत्र – A
(Technical Bid Form)
Providing Services of Security Guard

1		फर्म का नाम:-				
2		फर्म का पूर्ण पता:-				
3		दुरभाष संख्या /फैक्स:-				
4		ई-मेल:-				
5		बोली दस्तावेज हस्ताक्षर करने के लिये अधिकृत व्यक्ति का नाम एवं स्थिति :- (अधिकार पत्र की प्रति संलग्न करें।)				
6	बिड फॉर्म की कीमत					
	(अ) राशि					500 रु
	(ब) बैंक ड्राफ्ट संख्या/रसीद नम्बर					
	(स) बैंक का नाम					
7	फर्म का गत तीन वित्तीय वर्षों में केन्द्र राज्य के विभाग/ उपक्रम/ बोर्ड /आयोग/ बैंक/ विश्वविद्यालय में सुरक्षा कर्मी (Security Guard) की सेवाएं प्रदान करने का अनुभव होना आवश्यक है। प्रमाण स्वरूप दस्तावेज संलग्न करें – C.A. Certificate/Audited Balance sheet of 2018-19, 2019-20 & 2020-21 with P&L A/C/	कार्यदेश/ सफलतापूर्वक सेवाएं प्रदान करने का अनुभव				
		वर्ष				टर्न ऑवर (लाखों में)
		2018-19				
		2019-20				
8		Bid Security Amount Rs. 16000/- (enclosed Bankers Cheque/DD)				
9	संबंधित अधिनियमों में के प्रावधानों के अन्तर्गत पंजीकरण का विवरण:- (प्रतिलिपि स्वयं प्रमाणित 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) (GST Registration लागू नहीं होने की स्थिति में रु. 50/-के नान जुडीशल स्टाम्प पेपर पर इस सम्बन्ध में शपथ पत्र प्रस्तुत करना होगा।)					


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v)	आयकर (पैन नंबर)				
-vi)	राजस्थान दुकान एव वणिज्यिक संस्थान अधिनियम, 1958 या इण्डियन पार्टनरशिप एक्ट, 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट, 1956/2013 के अन्तर्गत				
10	कार्यानुभव (तकनीकी निविदा शर्त संख्या 10 के अनुसार)				
	कार्यालय का नाम		अवधि	संबंधित विभाग/संस्था द्वारा जारी कार्यादेश/अनुभव प्रमाण-पत्र संलग्न करें	
1					
2					
3					
11	निविदा प्रपत्र मूल्य राशि रु. 500/- E-Tender Processing Fees Rs. 500/-		डी.डी. संख्या..... दिनांक..... संलग्न करें।		
12	Technical Bid submission sheet as per Annexure-A				
13	Technical Letter Annexure-F				
14	Certificate of Conformity/No Deviation as per Annexure-G				
15	Declaration by Bidder regarding Qualifications as per Annexure-H				
16	ब्लेक लिस्ट/अयोग्य न होने तथा अन्य सक्षमताएं पूरी करने का शपथ-पत्र as per Annexure-I				
17	एस.आर. 11 प्रारूप पत्र as per Annexure-J				
18	Financial Bid as per Annexure-K and fill according to uploaded BOQ				
19	Annexure- B,C,D, E हस्ताक्षरित				

दिनांक

नाम:-

हस्ताक्षर:-

फर्म की मोहर:-


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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 तकनीकी बोली प्रपत्र 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 डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर 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 इत्यादि की जिम्मेदारी एवं दायित्व निविदादाता का होगा, इसके लिये डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर की कोई जिम्मेदारी नहीं होगी।
8. सुरक्षा गार्ड कर्मचारी (Security Guard) के सेवाओं हेतु न्यूनतम शैक्षणिक योग्यता 08वीं पास होना आवश्यक है।
9. बोलीदाता का गत तीन वर्षों का औसत टर्न ओवर न्यूनतम 5 लाख रू होना चाहिये तथा इस हेतु (C.A.) का प्रमाण-पत्र/अंकेक्षित आय व्यय खाता मय P&L A/C जिसमें टर्नओवर की राशि अंकित हो,
10. बोलीदाता को गत तीन वित्तीय वर्षों में सरकारी विभाग/कॉरपोरेशन/स्वायत्त निकाय/विश्वविद्यालय में सुरक्षाकर्मी (Security Guard) उपलब्ध कराने का अनुभव होना चाहिये। इस हेतु संबंधित विभाग/संस्था से जारी कार्यादेश अथवा अनुभव प्रमाण पत्र संलग्न करना होगा।


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11. निविदा प्रक्रिया में RTPP Act 2012/ RTPP Rules 2013 एवं सामान्य वित्तीय एवं लेखा नियम के सम्बन्धित प्रावधान लागू होंगे।

12. डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर द्वारा निविदादाता से सम्पर्क e-mail के माध्यम से भी किया जावेगा। अतः पूर्णरूप से संचालित e-mail ही bid में अंकित की जाए। **Security Guard** का जॉब कार्य निम्नानुसार रहेगा :-

- वर्दीधारी स्वस्थ व्यक्ति नियोजित किया जाएगा, जो कार्यालय समय में आने जाने वाले व्यक्तियों व सामान पर नजर रखेगा व सुरक्षा पर ध्यान देगा।
- कार्यालय समय उपरान्त चौकन्ना होकर संपूर्ण परिसर की सुरक्षा करेगा।
- परिसर को लॉक कर सुरक्षा व्यवस्था में कमी होने पर अवगत कराएगा।
- विश्वविद्यालय द्वारा निर्देशित कार्य।
- कार्यालय सम्पत्ति यथा परीक्षा सामग्री, कार्यालय फर्नीचर, कम्प्यूटर्स आदि सभी सामान की सुरक्षा हेतु पहरेदारी करना।
- संभावित अप्रिय घटना के सम्बन्ध में अधिकारियों को समय पर सूचित करना।
- आपातकाल स्थिति में तुरन्त उचित कार्यवाही कर अधिकारियों को सूचित करना।
- परिसर में स्थित सभी अनुभागों की देखभाल करना।
- वाहरी आगुन्तगो का रजिस्टर में इन्द्राज कर रिकार्ड रखना।

13. राजस्थान राजपत्र (गजट) में प्राकशित अधिसूचना दिनांक 01.01.2021 भाग 1(ख) (श्रम विभाग) की टिप्पणी संख्या 5 के अनुसार निर्धारित सामान्य कार्य के घण्टों (8 घण्टे प्रतिदिन) से अधिक किसी कर्मचारी से कार्य करवाने पर अधिसमय (overtime) कार्य का भुगतान सामान्य मजदूरी दर की दुगुनी दर से किया जायेगा।

14. बालक और कुमार श्रम (प्रतिषेध एवं विनियमन) अधिनियम, 1986 संशोधित अधिनियम, 2016 तथा उक्त अधिनियम के तहत राजस्थान बाल श्रमिक (प्रतिषेध एवं विनियमन) संशोधन नियम, 2018 के प्रावधानानुसार बाल श्रमिकों का नियोजन प्रतिबंधित करते हुए इसका उल्लंघन दंडनीय अपराध निर्धारित किया गया है, अतः मानव संसाधन की सेवाओं में बालश्रम नियोजित नहीं करने के प्रावधान की अक्षरशः पालना की जावेगी।

15. निविदा से संबन्धित किसी भी प्रकार के स्पष्टीकरण के लिये डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर के निम्नलिखित अधिकारी से सम्पर्क किया जा सकता है:-

नाम	अयूब खान, (कुलसचिव)
कार्यालय का पता	रूसा ब्लॉक- भूतल, डॉ. आर.के. शिक्षा संकुल, जवाहर लाल नेहरू मार्ग, जयपुर।
दूरभाष न.	0141-2941442

16. इस बिड के संबन्ध में डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर के किसी भी निर्णय के विरुद्ध प्रथम एवं द्वितीय अपील क्रमशः कुलपति डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर एवं सचिव उच्चशिक्षा राजस्थान सरकार, जयपुर को की जा सकेगी।

17. बोली में दी गई दरें एक वर्ष की अवधि के लिए मान्य होगी। राजस्थान लोग उपापन में पारदर्शिता नियम 2013 के नियमानुसार कार्य संतोषप्रद होने पर दोनों पक्षों की आपसी सहमति से नियमानुसार अवधि बढ़ायी जा सकेंगी।


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18. बोली अनुभवी बोलीदाताओं द्वारा दी जानी चाहिए, जो वास्तव में यह कार्य कर रहे हों।
19. बोली प्रपत्र एवं बोली की शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर कर ऑनलाईन अपलोड करना आवश्यक है।
20. बोलीदाता को दिया गया अनुबंध अहस्तान्तरणीय होगा और किसी को भी इस बाबत उप कॉन्ट्रैक्टर (Sub Contractor) नियुक्त नहीं किया जा सकेगा। यदि किसी भी स्तर पर ऐसा होना पाया गया तो कार्य संपादन प्रतिभूति राशि जब्त कर अनुबंध निरस्त किया जा सकेगा।
21. फर्म द्वारा उपलब्ध कराये जाने वाले सुरक्षा प्रहरियों पर न्यायालय/पुलिस थाने में वाद दर्ज नहीं होना चाहिए।
22. सुरक्षा प्रहरियों के पुलिस द्वारा चरित्र प्रमाण पत्र का सत्यापन कराकर देने का उत्तरदायित्व निविदादाता का होगा।
23. सुरक्षा प्रहरी पूर्ण स्वस्थ व्यक्ति जिनकी न्यूनतम आयु 21 वर्ष और अधिकतम आयु 60 वर्ष तथा न्यूनतम 8 वीं कक्षा उत्तीर्ण फर्म द्वारा उपलब्ध कराने होंगे।
24. फर्म के द्वारा उपलब्ध कराए जाने वाले कार्मिकों को आवश्यकतानुसार ड्यूटी के दौरान वर्दी, डण्डा, सीटी व टॉर्च इत्यादि फर्म द्वारा अनिवार्यतः उपलब्ध कराने होंगे।
25. फर्म द्वारा उपलब्ध कराये जाने वाले किसी सुरक्षा प्रहरी के अवकाश काल में एवजी के रूप में दूसरा सुरक्षा प्रहरी उपलब्ध कराना होगा, अर्थात् फर्म द्वारा पूरे माह के लिए उपरोक्त कार्मिक उपलब्ध कराने होंगे। फर्म द्वारा किसी समय सुरक्षाकर्मी उपलब्ध नहीं कराये जाने की स्थिति में फर्म की रिस्क एण्ड कॉस्ट पर विभाग अन्य स्रोत से व्यवस्था कर सकेगा तथा उक्त व्यवस्था से हुई व्यय राशि फर्म से वसूल की जायेगी तथा 500/- रूपये शास्ति की वसूली प्रति अवसर पर फर्म से की जावेगी। ठेका अवधि में 3 बार से अधिक ऐसी स्थिति उत्पन्न होती है तो फर्म की प्रतिभूति राशि जब्त कर ठेका निरस्त किया जा सकता है तथा फर्म के रिस्क एण्ड कॉस्ट पर अन्य फर्म से कार्य करवाया जा सकेगा।
26. सुरक्षा प्रहरी/सहायक कर्मचारी कार्य हेतु उपलब्ध कराये गये सेवा निष्पादको के समस्त रिकार्ड (यथा निवास प्रमाण-पत्र, पहचान प्रमाण-पत्र, योग्यता प्रमाण-पत्र, चरित्र प्रमाण-पत्र इत्यादि फर्म द्वारा संधारित रखना होगा। आवश्यकता होने अथवा मांग किये जाने पर संस्थान को उपलब्ध कराना होगा।
27. प्रत्येक सुरक्षा प्रहरी की ड्यूटी 8 घंटे की होगी। ड्यूटी राउण्ड द क्लॉक के हिसाब से दी जायेगी। ड्यूटी समय में परिवर्तन कुलसचिव डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय जयपुर द्वारा नियुक्त प्राधिकारी द्वारा की जा सकेगी।
28. डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय जयपुर में ठेका अवधि के दौरान चोरी, तोडफोड, गार्डों की लापरवाही इत्यादि से विभाग को हुई हानि की सम्पूर्ण जिम्मेदारी फर्म की होगी।
29. ड्यूटी पर तैनात सुरक्षा गार्ड पूर्ण सजगता एवं सतर्कता से ड्यूटी को अंजाम देंगे तथा परिसर में आने-जाने वाले व्यक्तियों, वाहनों एवं माल का पूर्ण विवरण संधारित पंजिका में अंकित कर हस्ताक्षर करवायेंगे।
30. सुरक्षा प्रहरी/सहायक कर्मचारी द्वारा परिसर में ड्यूटी के दौरान किसी भी प्रकार के मादक/उत्तेजक पदार्थों के सेवन पर पूर्णतः पाबन्दी रहेगी। इस संबंध में किसी भी

प्रकार की शिकायत प्राप्त होने पर फर्म को सूचना दिए जाने पर फर्म द्वारा आवश्यक कार्यवाही अमल में लाई जावेगी।

31. अनुबन्ध की अवधि पात्र निविदादाता को दिये गये कार्यादेश में अंकित तारीख से एक वर्ष तक की अवधि के लिए मान्य होगी। कार्य संतोषजनक होने की स्थिति में आपसी सहमति के आधार पर नियमानुसार बढ़ाई जा सकती है।
32. निविदादाता को किसी भी अन्य विभाग / निगम / बोर्ड / संस्थान आदि से वर्तमान में ब्लैक लिस्ट नहीं किये जाने का शपथ पत्र निविदा के साथ ऑनलाईन स्कैन कर अपलोड करना होगा। ब्लैक लिस्ट किये जाने के सम्बन्ध में संस्थान को जानकारी होने पर अनुबन्ध निरस्त कर प्रतिभूति राशि को जब्त कर ली जावेगी।
33. ठेके की अवधि में यदि सुरक्षकर्मों सेवा निष्पादकों द्वारा हड़ताल की जाती हैं और संस्थान द्वारा अपने स्तर पर ठेकेदार की जोखिम व लागत पर कार्य करवाने में जो राशि व्यय की जावेगी वह राशि ठेकेदार को देय मासिक बिल की राशि में से अथवा उसके द्वारा जमा कराई गई प्रतिभूति राशि में से समायोजित कर ली जायेगी।
34. एक से अधिक फर्मों के L-1 रहने की स्थिति में निविदादाता फर्मों में से अधिक टर्न ओवर राशि वर्ष 2018-19, 2019-20 एवं 2020-21 का औसत को प्राथमिकता दी जावेगी। इस संबंध में कुलसचिव, डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर का निर्णय अन्तिम होगा।
35. **कार्य संपादन प्रतिभूति:**— प्रतिभूति की राशि को पूर्ण या आंशिक रूप से निम्नांकित मामलों में समपहृत किया जा सकेगा:—
 - (क) जब संविदा के किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो।
 - (ख) जब संवेदक सम्पूर्ण प्रदाय संतोषजनक ढंग से करने में असफल रहा हो।
 - (ग) कार्य संपादन प्रतिभूति को समपहृत करने के मामले में युक्तियुक्त पूर्व नोटिस दिया जायेगा। इस सम्बन्ध में क्रेता अधिकारी का निर्णय अन्तिम होगा।मेरे/हमारे द्वारा उक्त समस्त बोली/ संविदा की शर्तों को ध्यानपूर्वक पढ़ लिया है तथा उसकी सहमति में नीचे हस्ताक्षर कर दिये गये हैं।


कुलसचिव

डॉ. भीमराव अम्बेडकर विधि
विश्वविद्यालय, जयपुर

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

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

Any person participating in a procurement process shall -

- (a) not offer any bribe, 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 ingestion or audit of a procurement process; (g) disclose conflict of interest, if any; and
- (g) disclose any previous transgression 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 or indirect subsidy from any of them ; or
 - 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 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.

Date:

Signature of bidder

Place :

Designation with Seal


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

**Annexure-C : Declaration by the Bidder regarding Qualifications
Declaration by the Bidder**

Declaration to my out Bid submitted to _____ for procurement ofin response to the Notice Inviting Bids No. F.02(79)/GAD/ALU/2021-22/..... DatedI/we hereby deciare 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:

Signature of bidder

Place :

Designation with Seal

MD

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

Annexure D: 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 Deptt, Government of Rajasthan, Jaipur.**

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 there under. He may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, 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 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 receipt of the order passed by First Appellate Authority, as the case may be.

(4) **Appeal not 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.


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Shiksha Sankul, Jaipur

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

(6) **Fee for filing appeal**

- (a) Fee for first appeal shall be 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, up 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.
- (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.

Date:

Signature of Bidder

Place :

Designation with Seal


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

Annexure E : 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 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 is 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 word is related to an arithmetic error, in which case the amount in figures shall subject to (1) and (2) 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 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/ services of the original contract. If the Supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply be 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 procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of Bidder

Place :

Designation with Seal


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

Annexure F- : TECHNICAL SPECIFICATION LETTER

To

REGISTRAR,
Bhimrao Ambedkar Law University
Jaipur.

We, The undersigned, declare that-

1. We have examined and have no reservations to the Bidding Document.
2. We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
5. We are not participating, as bidder in more than one bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
9. We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
10. Work will be performed as per instructions given to us. This will be done within the time period mentioned.
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of integrity including Conflict of Interest as specified for bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
12. Other comments, if any :

Date:

Signature of Bidder

Place :

Designation with Seal


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

CERTIFICATE OF CONFORMITY/NO DEVIATION (to be filled by the bidder)

To,

REGISTRAR,
Dr. Bhimrao Ambedkar Law University
Jaipur.

CERTIFICATE

This is to certify that, the specifications of subject matter of bid document which I/ We have mentioned in the technical bid, and which I/We shall supply if I/We am/ are awarded with the work, are in conformity with the minimum specifications of the Commodity/Goods/Item/Works/Services mentioned in the bidding document and that there are no deviations of any kind from the required specifications.

Also, I/We have thoroughly read the bidding document, RTPP ACT, 2012 and there to Rules, 2013 and amendment(s) issued (available on <https://eproc.rajasthan.gov.in>) by signing this certificate we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/We also certify that the price I/we have quoted is inclusive of all the cost/service factors involved in subject matter/scope of bid document, to meet the desired Standards set out in the bidding Document.

I/We also certify that the price I/We have quoted is inclusive of all the cost/service factors involved in subject matter/scope of bid document, to meet the desired Standards set out in the bidding Document.

I/We declare that work/items/services etc. Rendered shall be conforming to the specifications mentioned in the Bid Document and to the norms/guidelines/circulars.

Thanking you,

Date:

Signature of Bidder

Place :

Designation with Seal


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

SELF-DECLARATION

(Declaration by Bidder regarding Qualifications) {to be filled by the bidder}

Date:-

To,

REGISTRAR,
Bhimrao Ambedkar Law University
Jaipur.

Declaration by Bidder

In relation to my/our bid submitted for subject matter conforming to standards/guidelines/T&C of Bid Document in response to the NIB Ref. No. _____ dated _____ as an Owner/Partner/Director/Auth. Signatory/ Manufacturers/Whole Sellers/ Sole distributor/Authorized dealer/Bonafide dealers of, I/We hereby declare that: -

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. 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. 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 its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in RTPP Act, RTP Rules and this bidding document which materially affects the fair competition.
6. We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by and State /Central government/ PSU/UT.
7. We do not have any previous transgressions with any entity in India or any other country during the last three year.
8. We do not have any debarment by any other Procuring Entity.
9. We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
10. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency

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Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

- in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us. -
11. We agree to extend the validity of bid submitted on the communication of the PE on the same terms and condition. In case of price fall that shall be passed on to the PE.
 12. We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/para/text from the original bid.
 13. We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period conditionally.
 14. We have submitted only one bid.
 15. We shall not sublet the contract if awarded to us.

If this declaration is found to be incorrect in any form, then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules there to prescribed by GoR, my/our performance security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Date:

Signature of Bidder

Place :

. Designation with Seal

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Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

Annexure - I (On 50/- Non Judicial stamp paper, Notarized)

ब्लेक लिस्ट/अयोग्य न होने तथा अन्य सक्षमताएं पूरी करने का प्रमाण पत्र

मैं/हम घोषणा करता हूँ/करते हैं कि:-

1. हमारी फर्म को किसी भी राजकीय विभाग/राजकीय संस्थान/राज्य वित्त पोषित विश्वविद्यालय/राज्य शिक्षा बोर्ड द्वारा उत्तर पुस्तिकाओं की स्कैनिंग एवं फिक्टीशयस रोल नम्बर अंकन सेवा को संतोषप्रद रूप से पूर्ण नहीं करने के लिए कोई शास्ति आरोपित नहीं की गई है एवं न ही ब्लेक लिस्ट/अयोग्य घोषित किया गया है।
2. यह कि इस बोली हेतु हमारी फर्म आवश्यक वृत्तिक, तकनीकी, वित्तीय और प्रबंधकीय स्रोत तथा उपापन संस्था द्वारा जारी किये गये बोली दस्तावेजों द्वारा अपेक्षित सक्षमता धारित करती है।
3. यह कि हमारी फर्म द्वारा केन्द्र सरकार अथवा राज्य सरकार अथवा यथास्थिति किसी स्थानीय प्राधिकारी को संदेय समस्त करो का भुगतान किया जा चुका है और कोई भी कर बकाया नहीं है।
4. यह कि हमारी फर्म दिवालिया, रिसीवर के अधीन, शोधन अक्षम नहीं हैं, न ही किसी न्यायालय या किसी न्यायिक अधिकारी द्वारा प्रशासित कार्यकलाप रखती हैं न ही फर्म का कार्यकलाप निलंबित हैं और न पूर्वगामी कारणों में से किसी के लिये भी विधिक कार्यवाहियों के अध्यक्षीन है।
5. यह कि हमारे वृत्ति आचरण या उपापन प्रक्रिया के प्रारम्भ के पूर्ववर्ती 3 वर्ष की किसी कालावधि के भीतर कोई उपापन संविदा किये जाने के लिये अपनी अहर्ताओं के बारे में मिथ्या कथन करने या दुर्व्यपदेशन संबंधी किसी दांडिक अपराध के संबंध में हमारी फर्म अथवा फर्म के निदेशक और अधिकारी दोष सिद्ध नहीं हुए हैं ना ही विवर्जन कार्यवाहियों के अनुसरण में अन्यथा निरर्हित हुए हैं।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहत किया जा सकेगा तथा बोली को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर मय मुहर

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Registrar
Dr. Dhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

Annexure - J: एस. आर. 11 प्रारूप

एस.आर. 11

बोलीदाताओं द्वारा घोषणा

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन सेवा के लिए बोली दी है, उनका/उनके, मैं/हम सेवाप्रदाता हूँ/है।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपृहत किया जा सकेगा तथा बोली को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर मय मुहर

बोली दाता का नाम :

पूर्ण पता :

.....

.....

मोबाईल नम्बर :

ई-मेल :-

LM2

Registrar
Dr. Dhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

ANNEXURE-K

FINANCIAL BID

1. बोलीदाता अथवा अधिकृत व्यक्ति का नाम
2. पता.....
3. टेलिफोन नं. (कार्यालय).....मोबाईल नम्बर.....
4. पैन नम्बर.....

छ: (6) सुरक्षाकर्मी (Security Guard) की सेवाएं

1	फर्म का नाम :-	
2	फर्म का पूर्ण पता :-	
3	डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर द्वारा निर्धारित न्यूनतम पारिश्रमिक (26 दिन के लिए)	रु.7500 प्रतिमाह
4	मासिक पारिश्रमिक की राशि प्रतिव्यक्ति	7500 रुपये प्रतिमाह प्रतिव्यक्ति
5	सेवाप्रदाता का सर्विस चार्ज प्रतिमाह	रुपये प्रति व्यक्ति..... प्रतिमाह
6	योग (4+5)	रुपये प्रति Security Guard प्रतिमाह
7	पारिश्रमिक की राशि पर नियोक्ता की ओर से देय EPF की राशि (13.00%)	975 रुपये प्रति व्यक्ति प्रतिमाह
8	पारिश्रमिक की राशि पर नियोक्ता की ओर से देय ESI की राशि (3.25%)	243.75 रुपये प्रति व्यक्ति प्रतिमाह
9	GST प्रतिव्यक्ति प्रतिमाह (यदि लागू है तो GST पंजीयन प्रमाण पत्र की फोटोप्रति संलग्न करें)	दर प्रतिशत राशि रुपये
10	महायोग (6+7+8+9)	रुपये प्रति व्यक्ति प्रतिमाह

नोट:-

1. सुरक्षा कर्मी की सेवायें डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर कार्यालय होगा।
 2. कृपया उक्त दरों को **BOQ Format** में ही दर्ज करें।
- स्थान-

दिनांक-

बोलीदाता के हस्ताक्षर मय मुहर

h/2
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