

Dr. Bhimrao Ambedkar Law University, Jaipur
(RUSA Bhawan-Ground Floor, Dr. R.K. Shiksha Sankul)
BID DOCUMENT

FOR

Procurement of Consultancy for Academic coordination as “ Consultant (Academic)” of 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 Consultancy	:-	12.00 lacs
Period of Consultancy	:-	One year
Cost of Bid Document	:-	Rs.500/- (Rupees Five hundred only) Cheque/DD in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur
Processing Fee	:-	Rs. 500/- (Rupees Five hundred only), DD/BC in favour of MD, RISL, Jaipur)
Bid Security	:-	Bid Security of Rs.24000/- by Demand Draft/Bankers Cheque in the favour of Dr. Bhimrao Ambedkar Law University, Jaipur.



Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur

Dr. Bhimrao Ambedkar Law University, Jaipur
(RUSA Bhawan-Ground Floor, Dr. R.K. Shiksha Sankul)

INTRODUCTION

Dated :		
1	Subject matter of procurement	Procurement of “ Consultancy for Academic Coordination ” open Competitive E-Bid / 2022-23
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. 12.00 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 favour 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 Form (Annexure-A)
9	Publishing Date	29.08.2022
10	Document downloading start date	29.08.2022
11	Bid document download end date & Time	08.09.2022 at 01.00 pm
12	Bid submission end date & time	08.09.2022 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: 08.09.2022 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. 24,000/- by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur.
16	Bid opening Date & Time	08.09.2022 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 08.09.2022 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

Dr. Bhimrao Ambedkar Law University, Jaipur
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21. The period within which the contract agreement is to be executed and performance security is to be submitted is 10 days from the date of issue of letter of acceptance/work order.
22. The Designation and Address of Vice-Chancellor,

First Appellate Authority

Dr. Bhimrao Ambedkar Law University, Jaipur.

I.....(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 Consultant	:	_____
Office Address (with pin code)	:	_____
Telephone Nos.	:	_____
Office	:	_____
Residence	:	_____
Office	:	_____
Fax (with STD Code)	:	_____
E-Mail. ID	:	_____
Mobile	:	_____
Statutory Details	:	_____
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
Shiksha Sankul, Jaipur

Dr. Bhimrao Ambedkar Law University, Jaipur
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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
CE	Controller of Examination
GAD	General Administration Department
PURCHASER	Dr. Bhimrao Ambedkar Law University, Jaipur
PROCURING ENTITY	Dr. Bhimrao Ambedkar Law University, Jaipur
RFP	Request for Proposal /Tender Document/ BID
Consultant	The bidder who will be finally selected and in whose name the work order will be released
NIB	Notice Inviting Bid
PSD	Performance Security Deposit
PE	Procurement Entity



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Dr. Bhimrao Ambedkar Law University, Jaipur
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ANNEXURE -1

GENERAL TERMS AND CONDITIONS

Sub: - Notice Inviting Bid for "Procurement of Services of Consultancy for Academic Coordination " of Dr. Bhimrao Ambedkar Law University, Jaipur.

1. **Parties:** - The parties to the contract are the **Consultant** contractor (the Bidder) 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 **Consultant** mentioned in the Bid 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 **Consultant** 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. 24,000/-** by Demand Draft/Bankers Cheque in the favour of Dr. Bhimrao Ambedkar Law University, Jaipur.
 - 3.1 No request for transfer of any previous deposit of Bid Security & Performance Security 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 Bid without Bid security will be summarily rejected.
4. **Preparation and submission of Bid:-**

The Bid 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** 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.

(1) **The Bidder should sign and affix his/her stamp at each page of the Bid and all its Annexure as the acceptance of the offer by the Bidder will be deemed as a contract**
NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.
5. **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 favour of MD, RISL, Jaipur.

Along with registration particulars, copy of PAN number & issued in favor of the bidder , full details of information sought for in the Annexure-A.

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6. **Financial Bid:-** The Financial Bid should also be submitted electronically in the BOQ given in **Annexure-K. Hard copy is not accepted in any circumstance.** The Financial Bid of those Bidder who are found technically qualified, will be opened on a specified date and time to be intimated to the respective qualified Bidders.
- 6.1 Terms of payment as stated in the Bid Document shall be final.
- 6.2 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.
7. **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.
8. **Opening of Bid:-**
The Bid is at liberty either himself or authorize, not more than one representative to be present at the time of opening of the Bid. The representative attending the opening of the Bid on behalf of the Bidder should bring with him **a letter of authority** from the Bidder and proof of identification.
9. **Criteria for Evaluation of Bid:-** 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 Bidder or their representatives who may wish to be present.
- 10.1 The Financial Bids of only those Bidders (to be informed after technical evaluation) will be opened in the presence of those technically qualified Bidders or their representatives whose technical Bids are accepted and who wish to be present.
10. The contract shall commence from the day of agreement. To begin with the contract will be for one year initially extendable as per RTPP Act & rules if performance/ service is found satisfactory on review after one year. The contract so awarded can be terminated by Dr. Bhimrao Ambedkar Law University, Jaipur at any time without any notice or conveying any reason thereof.
11. **Right of Acceptance:** - The Dr. Bhimrao Ambedkar Law University, Jaipur reserves all rights to reject any Bid including of those Bidders 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 Bid Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Procuring Entity.**
- 11.1 Any failure on the part of the **Consultant** to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotations.
- 11.2 **Communication of Acceptance:** - Successful Bidder 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.
12. **Bid Security Deposit:** - Bid Security of **Rs. 24,000/-** by Demand Draft/Bankers Cheque in the favor of Dr. Bhimrao Ambedkar Law University, Jaipur.

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13. **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 10 days of issuing work order. In addition to Performance Security as specified above an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid as per rule 75 A of RTPP Rules 2013.
14. 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 10 days of issuing work order.
15. **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.
16. **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 Performance Security in the form of Bankers Cheque/Demand Draft shall be forfeited.
18. **The Bid is not transferable.**
19. **Terms of payment:** -
- 19.1 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.
- 19.2 All payments shall be made by way of CHEQUE/NEFT/RTGS/ECS only after deducting appropriate taxes as declared by Government from time to time.
- 19.3 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.

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19.4 The term 'payment' mentioned in this para includes only for providing services of **Consultancy for Academic Coordination** " nothing else.

19.5

- The remuneration of the consultant will be paid monthly. GST, if applicable, will be borne by the University in addition to the quoted price.
- Lodging and boarding charges, for the journeys performed outside Jaipur for official purpose by the consultant will be made as per University/Government Rules.
- The payment will be released to the consultant on the production of monthly bill by the bidder along with work report.

19.6 No advance for providing services of **Consultancy for Academic Coordination** " shall be given by Dr. Bhimrao Ambedkar Law University, Jaipur.

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

21 Termination of Assignment:

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

22 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.

23 The bidder 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.

24 Bids uploaded with incomplete information and not conforming to the requirements are liable to be rejected.

25 Each page of the Bid document should be signed by the bidder with the seal as a confirmation of accepting all the conditions of the bid.

26 Dr. Bhimrao Ambedkar Law University may in its sole discretion and at any time during the processing of Bids may disqualify any Bidder from the bidding 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.

27 No interest will be paid on the amount deposited as Work Performance Security.

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- 28 Work Performance Security amount in full or part may be forfeited, if the Terms & Conditions of contract is/are violated.
- 29 The Work Performance Security shall be refunded after 60 days after successful completion of the Contract.
- 30 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 bidder.
- 31 The **Consultant** shall submit the Monthly bills in duplicate.
- 32 The Most advantageous L-1 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 **Consultant** as per actuals.
- 33 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.
- 34 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.



Registrar

Dr. Bhimrao Ambedkar Law University, Jaipur

Registrar
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Shiksha Sankul, Jaipur

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Annexure-A

तकनीकी बोली प्रपत्र – A

(Technical Bid Form)

Providing Services of **Consultancy for Academic Coordination** ”

1		निविदादाता का नाम:-	
2		निविदादाता का पूर्ण पता:-	
3		दुरभाष संख्या /फैक्स:-	
4		ई-मेल:-	
5	बिड फॉर्म की कीमत		
	(अ) राशि		500 रु
	(ब) बैंक ड्राफ्ट संख्या /रसीद नम्बर		
	(स) बैंक का नाम		
6	Bid Security Amount Rs. 24,000/- (enclosed Bankers Cheque/DD)		
7	आयकर (पैन नम्बर)		
8	निविदा प्रपत्र मूल्य राशि रु. 500/- E-Tender Processing Fees Rs. 500/-	डी.डी. संख्या.....दिनांक..... डी.डी. संख्या.....दिनांक..... संलग्न करें।	
9	Technical Bid submission sheet as per Annexure-A		
11	Technical Letter Annexure-F		
12	Certificate of Conformity/No Deviation as per Annexure-G		
13	Declaration by Bidder regarding Qualifications as per Annexure-H		
14	ब्लेक लिस्ट/अयोग्य न होने तथा अन्य सक्षमताएं पूरी करने का शपथ-पत्र as per Annexure-I (नॉन जुडिशियल रु. 50/- के स्टाम्प पेपर पर)		
15	एस.आर. 11 प्रारूप पत्र as per Annexure-J		
16	Financial Bid as per Annexure-K according to uploaded BOQ		
17	Annexure- B,C,D, E हस्ताक्षरित		

दिनांक

नाम:-

हस्ताक्षर:-

फर्म की मोहर:-



तकनीकी निविदा की शर्तें

1. **Consultancy for Academic Coordination** ” के जॉब कार्य एवं **Qualification** का विवरण इस प्रकार है:-

Job Work:-

The Consultant shall be responsible for all duties and work related to **Consultancy for Academic Coordination** as mentioned below:

- To look after the academic and administrative matters of BA/BBA LL.B, LLB, L.L.M, PG Diploma in Law Course run by Law colleges of Rajasthan.
 - To look after the issues and queries raised by Law Colleges related to different scheme of syllabus, Academic Section, Semester Schemes, Examinations, Academic Session etc.
 - To establish co-ordination between Law University and all the Law colleges of Rajasthan.
 - To supervise and co-ordinate teaching and research in the Law colleges of Rajasthan to promote interdisciplinary teaching and research whenever needed.
 - To supervise on Campus LLM One Year Programme
 - Conduct and maintenance of the standards of teaching and research in law colleges of Rajasthan.
 - To assist the VC in implementing the policies and directions of the BOM & AC.
 - To update the curriculum and semester systems of different Law Courses with the help of committee of law experts whenever needed.
 - To conduct trainings, learning and extra-curricular activities for the faculty of law colleges of Rajasthan whenever needed.
 - Provide consultation for taking suitable steps to promote legal aid activities.



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Qualifications :

The consultant shall have following minimum qualification:

- L.L.B., L.L.M. and Ph.D. in Law Subject.
- Must have 30 years teaching experience as a Law Faculty in reputed Universities.
- At least 10 papers/articles publication in reputed journals.

The Technical Bid will be evaluated on following Evaluation Criteria:

S. No	criteria	Marks
1.	Degree in law subject	
	LLB	10
	LLM	15
	Ph.D.in Law subject	25
2.	Teaching Experience	
	30 years	10
	30-35 years	20
	More than 35 years	30
3.	Papers/Articles published	
	10	10
	10-13	20
	More than 13	30
4.	Personal interview	15

The total technical marks will be 100 and Bidder securing 65 Marks will be declared technically qualified. Financial bid of only those candidates will be opened who secures 65 or more Marks.

2. निविदा प्रक्रिया में RTPP Act 2012/ RTPP Rules 2013 एवं सामान्य वित्तीय एवं लेखा नियम के सम्बन्धित प्रावधान लागू होंगे।
3. 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।
4. निविदा से संबंधित 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	रुसा भवन – भूतल, डॉ. आर.के. शिक्षा संकुल, जवाहर लाल नेहरू मार्ग, जयपुर।
दूरभाष न.	0141-2941442

5. इस बिड के संबध 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।

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6. बोली में दी गई दरें एक वर्ष की अवधि के लिए मान्य होंगी। राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के नियमानुसार कार्य संतोषप्रद होने पर दोनों पक्षों की आपसी सहमति से नियमानुसार अवधि बढ़ायी जा सकेंगी।
7. बोली अनुभवी बोलीदाताओं द्वारा दी जानी चाहिए, जो वास्तव में यह कार्य कर रहे हों।
8. बोली प्रपत्र एवं बोली की शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर कर ऑनलाईन अपलोड करना आवश्यक है।
9. 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।
10. **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

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Shiksha Sankul, Jaipur

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Annexure-B

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 :

Registrar

Designation with Seal

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Annexure-C

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(90)/GAD/ALU/2022-23/..... 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 :

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Annexure-D

Annexure D: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is: **The Vice-Chancellor, Dr. Bhimrao Ambedkar Law University, Jaipur.**

The designation and address of the Second Appellate Authority is: **The 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.
 - (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.

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(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



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Annexure-E

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.

Date:

Signature of Bidder

Place :

Designation with Seal



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Annexure - H

SELF-DECLARATION

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

Date:-

To,

REGISTRAR,
Dr. 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 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 RTPPP 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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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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Annexure - I

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

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

मैं घोषणा करता/करती हूँ कि:-

1. मुझे किसी भी राजकीय विभाग/राजकीय संस्थान/राज्य वित्त पोषित विश्वविद्यालय/राज्य शिक्षा बोर्ड द्वारा 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 मेरे 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 मेरे पर दोष सिद्ध नहीं हुए हैं ना ही विवर्जन कार्यवाहियों के अनुसरण में अन्यथा निरर्हित हुए है।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी 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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Annexure - J

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 :-.....



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Annexure - K

ANNEXURE-K FINANCIAL BID

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

सलाहकार की सेवाएँ

1	निविदादाता का नाम :-	
2	निविदादाता का पूर्ण पता :-	
3	मासिक सलाहकार की सेवाएँ की राशि	रूपये (शब्दों में.....)
4	कुल निविदा की राशि	रूपये (शब्दों में.....)

1. कृपया उपोक्त दरों को **BOQ Format** में ही दर्ज करें।

स्थान—

दिनांक—

बोलीदाता के हस्ताक्षर मय मुहर

Registrar
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