

#### DR. BHIMRAO AMBEDKAR LAW UNIVERSITY, JAIPUR

(A State Funded University of Rajasthan)
"RUSA BHAWAN", Shiksha Sankul, JLN Marg, Jaipur - 302015

www. alujaipur.ac.in

Ph. No. 0141-2941442
Email: registrar@alujaipur.ac.in

F.No. F4(24)Exam/ALU/2023-24/7872

Dated: 19, 4. 2023

#### **NOTICE INVITING E-BID DOCUMENT**

Single stage, two-envelopes unconditional E-Bids are invited from eligible bidders/firms on behalf of Dr. Bhimrao Ambedkar Law University, Jaipur.

for

"Hiring of Vehicles category wise on Annual Rate Contract basis" for a period of One Year

Bid No.

: - ALU/Exam/E-Bid/2023-24/01

Description of Services

"Hiring of Vehicles category wise on annual

rate contract basis"

Estimated Cost of Rate contact

- Rs. 21,00,000/-

Bid Security Amount

- Rs. 42000/-

Cost of Bid Document

Rs.1000/-(Rupees One thousand only) Banker's

Cheque/Demand Draft in Favor of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur.

Processing Fee

Rs. 500- (Rupee Five Hundred only), Banker's

Cheque/Demand Draft in favor of MD, RISL,

Jaipur.

Bid Security Declaration

Bid Security declaration on Rs 50/- Non-Judicial

Stamp Paper in Favor of Registrar, Dr. Bhimrao

Ambedkar Law University, Jaipur.

Date:

(Ayub Khan, RAS) Registrar, ALU Jaipur

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Name and Signature of the Bidder with Seal

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# **INTRODUCTION**

<ol> <li>2.</li> <li>3.</li> <li>4.</li> </ol>	Name & Address of the Procuring Authority.  Estimated Cost of Work  (i) The price of the Bidding Document  (ii) E- Bid Processing Fees  For Clarification Purposes only, the Procuring Entity's address	Rate Contract for "Hiring of Vehicles category wise on annual rate contract basis" Open Competitive Bid 2023-24  Dr. Bhimrao Ambedkar Law University, Jaipur. RUSA Bhawan, Shiksha Sankul, JLN Marg, Jaipur 302015  Rs. 21.00 Lac Rs. 1000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur'.  Rs.500 /- (Banker's Cheque /Demand Draft in Favor of MD, RISL, Jaipur)  Registrar,  Dr. Bhimrao Ambedkar Law University, Jaipur.
3. 4.	Authority.  Estimated Cost of Work  (i) The price of the Bidding Document  (ii) E- Bid Processing Fees  For Clarification Purposes only, the	RUSA Bhawan, Shiksha Sankul, JLN Marg, Jaipur 302015  Rs. 21.00 Lac  Rs. 1000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur'</i> .  Rs.500/- (Banker's Cheque/Demand Draft in Favor of MD, RISL, Jaipur)  Registrar,  Dr. Bhimrao Ambedkar Law University, Jaipur.
4.	(i) The price of the Bidding Document  (ii) E- Bid Processing Fees  For Clarification Purposes only, the	Rs. 1000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur'</i> .  Rs. 500 /- (Banker's Cheque /Demand Draft in Favor of MD, RISL, Jaipur)  Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur</i> .
	Document  (ii) E- Bid Processing Fees  For Clarification Purposes only, the	in favor of 'Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur'.  Rs.500/- (Banker's Cheque/Demand Draft in Favor of MD, RISL, Jaipur)  Registrar,  Dr. Bhimrao Ambedkar Law University, Jaipur.
5.	For Clarification Purposes only, the	MD, RISL, Jaipur) Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur.
5.		Dr. Bhimrao Ambedkar Law University, Jaipur.
		TEL. No.: - 0141-2941442 E-Mail Address: - registrar@alujaipur.ac.in
6.	The Pre-Bid Meeting	NO
7.	The Language of the Bid is	English / Hindi
8.	The Bidder shall submit with its Bid	Mentioned at Technical Bid Check list (Annexure-v)
9.	Publishing Date	20 April, 2023
10.	Document downloading start date	20 April, 2023
11.	Bid document download end date & Time	01 May, 2023 at 1.00 pm
12.	Bid submission end date & time	01 May, 2023, at 2.00 pm
13.	The Bid Validity period shall be	90 days from the date of opening of technical bid.
14.	Bid Security	Rs. 42000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur'</i> .
15.	Bid Security Declaration	Bid Security declaration on Rs. 50/- Non-Judicial Stamp Paper.
16.	Bid opening Date & Time	01 May, 2023, at 4.00 pm
17.	Authorization	Power of attorney/Board resolution letter of authorization written on the Company letter head by the bidder.
18.	Downloading of bids	Online: <a href="https://www.sppp.raj.nic.in">https://www.sppp.raj.nic.in</a> and <a href="https://www.alujaipur.ac.in">https://www.alujaipur.ac.in</a> , <a href="https://www.eproc.rajasthan.gov.in">https://www.eproc.rajasthan.gov.in</a>
19.	Submission Date of Banker's Cheque/ Demand Draft for Bid document Fee, Bid Security declaration, E-processing Fee & Hard copy of Bid	Date: Upto 01 May, 2023, Time: Upto 3.30 PM Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur

Date:

(Ayub Khan, RAS) Registrar, ALU Jaipur

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20.	Opening of technical bids	Date: 01 May, 2023, at 4.00 pm Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur
21.	Date/ Time/ Place of	Will be inform separately to the technically qualified
	Financial Bid Opening	bidder(s)

- 22. You are required to prepare a single PDF file for the entire bid document and then it should be uploaded on the website "https://eproc.rajasthan.gov.in". Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid. Bidder is himself responsible for the same.
- 23. Bided 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.
- 24. The bidding process shall be subject to the provisions of the RTPP Act and Rules made there under.
- 25. The period within which the contract agreement is to be executed and performance security is to be submitted is 10 working days from the date of issue of letter of acceptance/work order.
- 26. The Designation and Address of First Appellate Authority:

  Vice-Chancellor.

Vice cita	1001101,
Dr. Bhimrao Ambedkar I	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 o	of Bid annexed here to carefully and agreed to abide by
all the conditions and have digitally sig	ned 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)	1
Workshop Address (With pin code)	:
Telephone Nos.	
Office	
Residence	

Mobile	:
Statutory Details	:
GST Number/ TIN No.	:
Service Tax Registration No.	:
Income Tax PAN	:

Workshop E-Mail. ID

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Bid Security Declaration	:
	Signature
Name of Signatory (IN BLOCK LETTE	(RS)
Designation	
Date :	
Place:	
(Attach sheets where-ever necess	ary and strike out whichever is not applicable)

(Ayub Khan, RAS) Registrar, ALU Jaipur

# **Definitions and Acronyms**

Dr. Bhimrao Ambedkar Law University, Jaipur
Dr. Bhimrao Ambedkar Law University, Jaipur
The eligible Bidder who will participate in Procuring process
Earnest Money Deposit (Bid Security)
Controller of Examinations
General Administrative Department
Dr. Bhimrao Ambedkar Law University, Jaipur
Dr. Bhimrao Ambedkar Law University, Jaipur
Request for Proposal /Bid Document/ BID
The bidder who will be finally selected and, in whose name, the work order will be released
An office of Controller of Examination/Deputy / Assistant Registrar (Examination) in the ALU.
An office of Examination Cell Headed by the Controller of Examination / Deputy / Assistant Registrar (Secrecy) in the ALU.
Notice Inviting Bid
Performance Security Deposit
Competent Authority (Vice- Chancellor)
Bidding Authority (Dr. Bhimrao Ambedkar Law University, Jaipur)
Procurement Committee

Date:

(Ayub Khan, RAS) Registrar, ALU Jaipur

#### **GENERAL TERMS AND CONDITIONS**

- Sub: Notice Inviting Bid for "Hiring of Vehicles category wise on annual rate contract basis" for Examination and other works of Dr. Bhimrao Ambedkar Law University, Jaipur
- 1. **Parties:** The parties to the contract are the 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 contractor 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 contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.
- 3. **Earnest Money/Bid Security:** Bid Security declaration in enclosed format on Rs.50/- Non-Judicial Stamp Paper.
  - 3.1 No request for transfer of any pervious deposit of earnest money or security deposit or adjustment against any pending bill held by the Dr. Bhimrao Ambedkar Law University, Jaipur in respect of any previous work will be entertained.
  - 3.2 Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid banker cheque/demand draft will be forfeited by the University.
  - 3.3 The Bid without Bid security declaration 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-III) and Secondly Financial Bid (in Form given in Annexure-IV) and each should be submitted electronically. Hard copy of Financial Bid is strictly not to be submitted.

The Financial bid/BOQ of only technically qualified bidders shall be opened electronically. The date & time for opening of financial bid/BOQ will be informed separately to the technically qualified bidders.

#### 5 Signing of Bid: -

- 5.1 Individual signing the Bid 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

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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.
- 5.2 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 Bid.
- 5.3 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 Bid and all other related documents must be signed by all partners of the firm.
- 5.4 A person signing the Bid form or any documents forming part of the Bid 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.
- 5.5 The Bidder should sign and affix his/his firm's 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 BID DOCUMENT**.
- Technical Bid:- The Technical bid should be submitted electronically in form given in annexure-III following the parameters and Technical specifications for executing the work Annexure- II with Bankers Cheque/Demand Draft of Rs. 1000/- for Bid document fee in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur and the Bankers Cheque/Demand Draft of Rs. 500/- for Processing fees in favor of MD, RISL, Jaipur.

Provide registration particulars, copy of PAN Number & GST Registration certificate issued in favor of the firm, full details of the number of category wise vehicles registered in the name of the Bidders or his firm and other information sought for in the Annexure-II.

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

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#### 9 Opening of Bid:-

- The Bidder 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.
- 10 **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 Bidders 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.
- 11 The bid is for a one-year contract initially. The contract shall commence from the day of issuance of work order. Contract period will be for one year initially and further extendable for one more year as per RTPP Act & Rules, if performance/ service is found satisfactory on mutual acceptance. The contract so awarded can be terminated by Dr. Bhimrao Ambedkar Law University, Jaipur at any time without any notice or conveying any reason thereof.
- 12 **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 Bid. The decision of the Vice-Chancellor of the Dr. Bhimrao Ambedkar Law University, Jaipur in this regard shall be final and binding. The Biding 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 Biding 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 Bidder will be informed as early as possible of the acceptance of their Bid by way of e-mail or telephonically followed by hard copy of letter.
- 13 **Bid Security Deposit/Declaration:** Bid Security is of Rs. 0.42 lakh and to be deposited in form of Banker's cheque/ D.D. in the name of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur. Bid Security declaration in enclosed format on Rs.50/- Non-Judicial Stamp Paper.
- 14 **Work Performance security Deposit**: 2.5 % amount of Contract/Agreement Value will be deposited by the successful bidder within 10 working days of issuing work order, if it executed on or before 31.3.2023. If it executed after 1.4.2023, 5 % amount of Contract/Agreement Value will be deposited by the successful bidder within 10 working

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days of issuing work order. Additional Performance Security Rule 75 A of RTPP Rule 2013, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid as per RTPP Rule. The additional performance security shall be equal to fifty percent of unbalanced bid amount. The additional performance security shall be deposited in lumpsum by the successful bidder before execution of the agreement through DD/ Bankers Cheque.

- 14.1 The Banker Cheque /Demand Draft can be forfeited by order of the competent authority of the Dr. Bhimrao Ambedkar Law University, Jaipur in the event of any breach or negligence or non- observance of any terms/ condition of contract or for unsatisfactory performance or for non- acceptance of the work order. If the bidder fails to deliver the vehicles, the University shall be free to arrange/procure the works and the extra cost incurred shall be recovered from the service provider. After successful completion of the work contract and settlement of dues/penalty the deposited performance security shall be refunded.
- 14.2 On the acceptance of the Bid, the Bidder or their authorized representative shall have to execute an agreement on non-judicial stamp of Rs. 1000/- as given in annexure- VII within 10 working days.

#### 15 Terms of payment: -

- 15.1 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 or vehicle owner, as the case may be, from anywhere.
- 15.2 The Contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment after duly verified from officer authorized by the University or OIC (GAD).
- 15.3 If vehicle used after 10:00 PM, the Night Halting charges shall be paid by the University Rs. 300/- per night per vehicle for Jaipur or out of Jaipur journey, as the case may be. If vehicle used for out of Jaipur journey and return at Jaipur after 10:00 PM then night halt charges Rs. 300/- per night per vehicle shall also be payable.
- 15.4 Toll Tax and Parking charges on presentation of Receipt/Messages/Statement shall be paid extra. If Toll is not paid through Fastag and double charge is made in Toll Tax then 50% claim will be admissible. Transit Pass, Insurance of Vehicle, Pollution, Fitness charges or other statutory taxes shall be payable by the contractor.
- 15.5 All payments shall be made by way of cheque/NEFT only after deducting appropriate taxes/ penalty, if any as declared by Government from time to time/ penalty, if any.
- 15.6 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.
- 15.7 The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and nothing else.

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- 15.8 Wherever applicable all payments shall be made as per schedule of payments.
- 15.9 No advance for fuel and/or repairs and/or payment to drivers during the transportation or use of vehicle shall be given by Dr. Bhimrao Ambedkar Law University, Jaipur.
- 16 Before reaching of Vehicles for duty, vehicle shall have sufficient fuel and driver must have sufficient amount to re-fuel or to incur other incidental expenses which may be occur while in transit.
- 17 Start Kms and time of vehicle should be counted as per milometer of vehicle and date & time mentioned in supply order or as per actual reaching time of vehicle at reporting place.
- 18 Taxes and Duties and Penalties thereon: -

All taxes (Road Tax. Service Tax and other taxes and penalties thereon imposed by the concern authority, if any) shall be borne by the Bidder.

- 19 Secrecy: The Firm/Driver shall not disclose the arrival and departure of timings and places of the vehicles and the nature of material to be transported to unconcerned person or agency.
- 20 **Log Books:** The firm/Driver shall get necessary entries made in the log book as per Annexure VI at the time of departure and coming back. He shall furnish the record in the log book for the route/destination and it will be duly signed/certified by the University officials who used the vehicle for the purpose.

No outside passenger other than the officials deputed/ material allowed by the University shall be permitted to travel in the hired vehicles in any conditions.

- 21 Correctness of Kilometer: The firm shall ensure that the milometer which indicates the distance covered in kilometers is working properly and that gives the correct reading. In case of major variation, payment shall be made on the basis of mileage as determined according to the roadmap published by Public Works Department of Rajasthan Government and the Roadways, whichever is less.
- 22 In normal case, vehicle will use as per the route decided in the supply order/work order. In case of any exigency/route diversion/Safety & Security or any other genuine reason, diversion/ change in the route will be allowed and version of the user official shall be recorded and should be verified by the officer of concerned department/IC-GAD/COE/Registrar. Payment to the firm shall be made as per the vehicle actually used.
- 23 In case of any break down or exigency or Safety & Security of material and official is feel by the University during the travel or any other genuine reason is arises, firm shall provide another suitable vehicle on spot at its own cost within a reasonable time. Additional cost shall be borne by the firm itself. If firm fails to provide another vehicle on spot within a reasonable time then concerned Department/IC-GAD/COE/Registrar is authorized to arrange another vehicle from open market and difference of actual cost borne by the University for arranging an alternative vehicle for this shall be deducted from the bills/

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- Performance Sec. by the University. Version of the user official shall be recorded and should be verified by the officer of concerned department/IC-GAD/COE/Registrar. Payment to the firm shall be made as per the vehicle actually used.
- After placing of work order agreement, if supply order was given for hiring of vehicle for package rate as per column no.3 i.e., upto 8 hrs duration and vehicle is retained extra hours than payment to firm shall be made as per the rate approved vide column no.4 or 5, as the case may be. The version of the user official shall be recorded and should be verified by the officer of concerned department/IC-GAD/COE/Registrar. Payment to the firm shall be made as per the vehicle actually used.
- 25 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.

#### 26 Penalty: -

- 26.1 In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) vehicle(s) from open market, the additional cost shall be borne by the firm/bidder itself. If firm/ bidder fails to provide another vehicle on spot within a reasonable time then concerned Department/IC-GAD/COE/Registrar is authorized to arrange another vehicle from open market and difference of actual cost borne by the University for arranging an alternative vehicle for this shall be deducted from the bills/ Performance Sec. by the University.
- **26.2** 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 performance security deposit mentioned under clause 15 above.
- 27 **Disclaimer:** The family member of employees of the Dr. Bhimrao Ambedkar Law University, Jaipur is not allowed to participate in this Bid.

Family members means: -

- (i) Spouse
- (ii) Sons and daughters including steps, weather married or not.
- (iii) Parent including steps.

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(iv) Any other relation who is wholly dependent on employee.

#### 28 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 encase.

- 29 **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.
- 30 The Bid is not transferable.

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#### PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

# Sub:- Notice Inviting Bid for Hiring of Vehicles category wise on annual rate contract basis

PART - I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

The list of Mini Bus/Tempo Traveler /SUV Vehicle /Car Taxi (Hatchback/Sedan Car)
etc. along with photocopies of Registration Certificates of minimum 05 Mini
Bus/Tempo Traveler and 10 SUV/Hatchback/Sedan Model car taxi in the name of the
firm/proprietor of the firm should be attached with the Bid. All vehicles should not
more than 6 years old registered.

2.

- a. The Firm should be registered with competent registration authority and should furnish a copy of registration certificate in support thereof.
- b. The firm should have immediate preceding minimum three years (2021-22 to 2019-20) of work experience to supply hired vehicles to State funded Govt. Universities/ School Education Boards/ State Govt. Departments/Central Govt. Departments/ Nationalized Bank etc. Work order from existing/past organizations should be enclosed, in this regard. Satisfactory Service performance Certificates of atleast 2 organizations should also be enclosed
- c. The firm should have an annual turnover of at least 50 lacs during last 3 financial years i.e., 2021-22, 2020-21 & 2019-20. C.A. certificate for last three financial years turnover have to be attached/provided.

3.

a. Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini

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- Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) to be provided by the Contractor should be in perfectly good working condition and suitable for use by Senior Officers/ carrying confidential and urgent material.
- b. Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) provided by the contractor should not be more than 06 years old. The firm should specify the numbers of such vehicles enclosing copies of their RC, as mentioned in above point no. 1.
- c. The firm/bidder should have capacity to provide adequate number of vehicles on urgent demand. At least Ten vehicles of SUV/Hatchback/Sedan Model and Five Mini Bus/Tempo Traveler as per requirement of the University at a time, for which firm will have to produce documentary proof of registration in the name of the Firm/ Proprietor of the firm.
- 4. Only such operator may apply whose Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above Non-AC) have been authorized by the concerned RTO for use as public transport and who have telephone connections available at their premises/Garage/Stands from where such Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above AC)

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Non-AC) are to be operated and can be requisitioned by the Dr. Bhimrao Ambedkar Law University, Jaipur.

5.

- i. The firm should ensure that the drivers of such vehicle hold valid driving license of same category of vehicle they drive and are well behaved, reasonable educated, having communication skills in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- ii. Each driver employed by the firm must have a cell-phone duly activated.
- iii. Each driver should wear uniform while on duty in the University.
- iv. The Drivers shall strictly observe the time schedule given to them for delivery of material at the examination centers/ assigned place.
- v. No mileage will be allowed to the driver and other Staff of bidder for any such expenses during or before/after of journey. They should bear their personal tea etc. expenditure of their own.
- vi. Only drivers having sufficient experience of driving in all Rajasthan and Jaipur local should be deployed for the services of Dr. Bhimrao Ambedkar Law University. The firm should inform drivers/attendants as per their assigned routes well in advance at their own that would be deployed for University on duty.
- vii. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
- viii. The time and distance in respect of hired Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non- AC) will commence and terminate at the Dr. Bhimrao Ambedkar Law University, Jaipur office or specific location as mentioned in the supply order/ work execution order issued time to time.

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- While the Dr. Bhimrao Ambedkar Law University, Jaipur has a regular ix. requirement for hiring Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC), it shall have the right to not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) from any other provider of such services even during the period of contract.
- x. Revision of rates will not be entertained during the period of contract.
- xi. The firm should have a provision to take the bookings round the clock i.e., 24x7.
- 6. The firm shall provide Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) duly authorized with the transport department or police deptt. or any other regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibility of the firm. Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus

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(18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) to be provided by the firm shall use only legally authorized fuel in running the Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC).

7. Rates once finalized will be valid for a period of one year. It will also be same during the extended period. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes thereon.

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# TECHNICAL BID

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

1	Name of the Bidder/Concern firm:	
2	Office Address (with Tel.& Mob. No.)	
3	Address and Tel. No. Of Garage	
4	Service Tax Registration No. along with proof thereof (enclose copi)	
5	GST Registration Certificate No. along with proof thereof PAN/TIN No. of the firm (enclose copies)	
6	Working experience to supply hired vehicles to state funded Universities/ School education boards/ State Govt. Departments/Central Govt. Department/ Nationalized bank etc., of the firm in last three financial years i.e. 2021-22 to 2019-20. Work order/satisfactory work completion certificate of atleast two organizations be enclosed.	
7	Nature of the Concern (i.e., Sole Proprietor or Partnership firm or a Company as a Government Department or a Public Sector Organization)  – Copy of Registration Certificate be furnished.	
8	C.A. certificate of turnover of last three financial years i.e. 2021-22 to 2019-20.(enclosed copies)	
9	Vehicle Numbers, R.C., Age in Years & Models, Make of the vehicles owned by the firm (atleast 05 Mini Bus/Tempo Traveler and 10 SUV/Hatchback/Sedan Model car taxi not old more than 6 years.	Separate list may be attached
10	No. of Vehicles not old than 06 Years (Hatchback AC or Sedan AC Car Model, SUV AC Model, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) and not owned by the firm but firm have capacity to provide in a single demand.	Category wise Separate list with total no. of vehicles provided at a time may be attached
11	Name of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in years), driving license with numbers and type of license Heavy/LMV.	Separate list may be attached
12	Availability of cell phone & Address of the driver(s)	
13	Remarks (if any)	

Date:

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#### **FINANCIAL BID**

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

1.	Name of the firm:	
2.	Postal Address :	
3.	Telephone No.:-	OFFICE:
		Res.:
		Res.:
		Fax No.
		E-mail Address:
4.	Name of Proprieto	r/Manager:
	Who may be conta	acted with
	Telephone No	

		Rate in Rs. without GST				
S.		Package Rate for da	Rate per K.M. (for each vehicle)			
No.	Category of Vehicles	Upto 8 hrs (Minimum Payment for 100 K.M. for each day)	Upto 12 hrs (Minimum Payment for 150 K.M. for each day)	More than 12 hrs (Minimum Payment for 250 K.M. for each day)		
1	2	3	4	5		
1	Hatchback AC or Sedan AC Car Model Vehicle i.e., Etios/ Desire/ Aura or Equivalent					
2	SUV Model AC Vehicle i.e., Innova, Bolero, Safari or Equivalent					
3	Container type Pick-Up vehicle Non-AC (Iron Body Sheet) Load weight-1.5 Ton or above					
4	Tempo Traveler (AC)		*			
5	Tempo Traveler (Non- AC)		*			
6	Mini Bus (18 to 24 seaters AC)		,			
7	Mini Bus (18 to 24 seaters Non-AC)					
8	Mini Bus (25 seaters or above AC)	9				
9	Mini Bus (25 seaters or above Non-AC)			2		

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#### **CHECK-LIST**

#### SUMMARY OF COMPLIANCE TO REQUIREMENT OF BID

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

Declaration by the Bidder:

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

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# **Duty slip cum Log sheet for Hired Vehicle**

Name of the	;
Firm/Contractor	
Vehicle Demand Order No.	;
and date	
Name of the Department/	:
Section by which vehicle	
required	
Vehicle No. and Driver	;
Name with Contact No.	
Purpose of Journey	:
Scheduled Route / Place(s)/	:
Jaipur Local	
Reporting Place	:

Sr.	Duty	Duty	Opening	Duty	Duty	Closing	Total	Total
No.	Start	Start	Kilometers	End	End	Kilometers	Kilometers	Journey
	Date	Time	Reading	Date	Time	Reading	Travelled	Hours
								1

 Signature of User	:
Name and Designation	;
Contact No.	:

Date:

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

#### **AGREEMENT**

Where the party of the 2<sup>nd</sup> part has agreed to render the services of hiring of Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) to the party of the 1<sup>st</sup> part for a period of one year with effect from the date of issue of work order and extendable for one more year on mutual consent satisfactory work performance report on the terms and conditions mutually agreed upon as unde:

1. The vehicles supplied by the firm on hiring basis to the University, shall not be in any case 6 years old.

2.

- i. Mini Bus/Tempo Traveler and SUV/Hatchback/Sedan Model car taxi to be provided by the firm shall be in perfectly good working condition and suitable for use by University official/ to carry confidential material safely.
- ii. The firms should have at least 05 Mini Bus/Tempo Traveler and 10 SUV/Hatchback/Sedan Model car taxi to be provided as Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non-AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC). A back up of minimum of 5 vehicles/cars shall also be ensured by the firm.
- iii. Firms shall have sufficient number of drivers having experience of driving in Rajasthan State and surrounding states with requisite driving license category.
- 3. All the legal formalities such as registration with RTO, Insurance formalities, Fitness, Road Tax, Transit Pass etc. shall be completed in all respect of all the vehicles provided to the University by the firm.

4.

- The firm should ensure that the drivers hold a valid driving license of such class of vehicle he driving, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- ii. Each driver employed by the firm must have a cell-phone duly activated.
- iii. Each driver shall wear uniform while serving in the University, failing which a penalty shall be imposed at the discretion of the competent authority of the University.
- iv. No mileage will be allowed for lunch/tea of driver.
- v. Only drivers having sufficient experience of driving in Rajasthan State and surrounding states shall be deployed to the University. The firm should inform in

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- advance to all drivers that could be deployed for the University service at its own level.
- vi. The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
- vii. The time and distance in respect of hired Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non-AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) will commence and terminate from Dr. Bhimrao Ambedkar Law University, Jaipur office or specific location as mentioned in the work execution order issued time to time.
- viii. While Dr. Bhimrao Ambedkar Law University, Jaipur has a regular requirement for hiring Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC), it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) from any other provider of such services even during the period of contract.
- ix. Revision of rates will not be entertained during the period of contract and extended period.
- x. The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
- xi. The firm should have a provision to take bookings round the clock i.e.,24x7.
- xii. The firm shall ensure that each of the driver carries a Driver's Log Book. The Log Book is filled by the driver daily on a regular basis or if hired for specific assignment giving details of each of the place visited, starting from the originating place. The firm or the driver should ensure that the Log Book is verified by the user and countersigned by the competent authority of the University, failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).
  - a. "Full Day" would imply a run of the Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler

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- (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) more than 12 hours duration.
- b. "Half Day" would imply a run of the Mini Bus/Tempo Traveler/Innova/Bolero/Car Taxi upto 12 or 8 Hours duration, as the case may be.
- 5. The firm shall provide Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) which are so duly authorized to run/operate as Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) by the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) to be provided by the firm shall use only legally authorized fuel in running the Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC).
- 6. Rates once finalized will be fixed at least for a period of one year and extended year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the contract period.
- 7. In normal case, vehicle will use as per the route decided in the supply order/work order. In case of any exigency/route diversion/Safety & Security or any other genuine reason, diversion/ change in the route will be allowed and version of the user official shall be recorded and should be verified by the officer of concerned department/IC-GAD/COE/Registrar. Payment to the firm shall be made as per the vehicle actually used.
- 8. In case of any break down or exigency or Safety & Security of material and official is feel by the University during the travel or any other genuine reason is arises, firm shall provide another suitable vehicle on spot at its own cost within a reasonable time. Additional cost for this shall be borne by the firm itself.

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- If firm fails to provide another vehicle on spot within a reasonable time then concerned Department/IC-GAD/COE/Registrar is authorized to arrange another vehicle from open market and difference of actual cost borne by the University for arranging an alternative vehicle for this shall be deducted from the bills/ Performance Sec. by the University. Version of the user official shall be recorded and should be verified by the officer of concerned department/IC-GAD/COE/Registrar. Payment to the firm shall be made as per the vehicle actually used.
- 9. If supply order/work order was given for hiring of vehicle for package rate as per column no.3 i.e., upto 8 hrs duration and vehicle is retained extra hours than payment to firm shall be made as per the rate approval vide column no.4 or 5, as the case may be. The version of the user official shall be recorded and should be verified by the officer of concerned department/IC-GAD/COE/Registrar. Payment to the firm shall be made as per the applicable package rete of vehicle actually used.
- 10. **Performance Security Deposit:** The firm shall furnish Banker's cheque/Demand Draft of 2.5 % amount of Contract/Agreement Value to be deposited by the successful bidder within 10 working days of issuing work order, if it is executed on or before 31.3.2023. If it is executed after 1.4.2023, 5 % amount of Contract/Agreement Value will be deposited by the successful bidder within 10 working days of issuing work order. The additional performance security Rule 75 of RTPP Rule 2013 shall be equal to fifty percent of unbalanced bid amount. The additional performance security shall be deposited in lumpsum by the successful bidder before execution of the agreement through DD/ Bankers Cheque.
- 11. The Bankers Cheque/Demand Draft can be forfeited by order of the Dr. Bhimrao Ambedkar Law University, Jaipur in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bankers Cheque/Demand Draft as may be considered by the Dr. Bhimrao Ambedkar Law University, Jaipur to cover any incorrect or excess payments made on the bill, shall be deducted while returning of performance security deposit to the firm.

#### 12. Penalty:-

(a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC) from the market in the event of Contractor failing to provide requisitioned number of Hatchback AC or Sedan AC Car Model i.e., Etios/ Desire/ Aura or Equivalent, SUV AC Vehicles i.e., Innova, Bolero, Safari or Equivalent, Container type Pick-Up vehicle Non AC (Iron Body Sheet) Load weight-1.5 Ton or above, Tempo Traveler (AC), Tempo Traveler (Non- AC), Tempo Traveler (AC), Mini Bus (18 to 24 seaters AC), Mini Bus (18 to 24 seaters Non-AC), Mini Bus (25 seaters or above AC), Mini Bus (25 seaters or above Non-AC), the University shall recover the difference of actual cost borne by the University for hiring such vehicle

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and rupees 2000/- per vehicle as penalty from the bills submitted by the contractor or that may become due to the contractor under this or from the performance security deposit.

(b) The powers of the Dr. Bhimrao Ambedkar Law University, Jaipur under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under clause 10 above.

#### 13. Breach of Terms and Conditions:-

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

- 14. **Sub-let of work:** The firm shall not assign any other person or party or firm or sublet the work or any part of work to any other person or party or firm in any condition.
- 15. Terms of Payment:
- 15.1 Neither payment shall be made in advance nor any loan from any bank or Financial Institution on the basis of the order of award of work will be recommended.
- 15.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- 15.3 All payment shall be made by cheque/NEFT only.
- 15.4 Dr. Bhimrao Ambedkar Law University, Jaipur shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- 15.5 The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and nothing else.
- 16. 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 20 days, either of the parties may make a request to the other party for submission of the dispute for decision to the Vice- Chancellor Dr. Bhimrao Ambedkar Law University. The decision taken by vice-chancellor shall be applicable and final.

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

Registrar For Dr. Bhimrao Ambedkar Law University, Jaipur

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vv		LI	1	0	0		٠.

1.

2.

Witnesses:

1.

2.

Date:

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#### 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.

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

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- 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 dis qualification of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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# Declaration by the Bidder regarding Qualifications Declaration by the Bidder

Declaration to my/our Bid submitted to		for
procurement of	in response to the Bid Nor	tification for
"Hiring of Vehicles category wise on an	inual rate contract basis"	F.No. 4(24)
Exam/ALU/2022-23/ Dated	I/we hereby declare under	Section 7 of
Rajasthan Transparency in Public Procureme	ent Act, 2012 and RTPP Rule	e 2013, 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;

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#### **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 me 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:
  - a. 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) Cancelation 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 from 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.

#### 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 hear all the parties to appeal present before him: and peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parities, 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.

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#### **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 be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (ii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply 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:

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#### TECHNICAL SPECIFICATION LETTER

To

REGISTRAR, Bhimrao Ambedkar Law University, Jaipur(Raj).

We, The undersigned, declare that-

- 1. We have examined and have no reservations to the Bidding Document, including Addendum No.
- 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 submit Performance Security in the amount of 2.5% amount of Contract/Agreement Value will be deposited by the successful bidder within 10 working days of issuing work order, if it completes on or before 31.3.2023. If it completes after 1.4.2023, 5 % amount of Contract/Agreement Value will be deposited by the successful bidder within 10 working days of issuing work order. The additional performance security shall be equal to fifty percent of unbalanced bid amount. The additional performance security shall be deposited in lumpsum by the successful bidder before execution of the agreement through DD/ Bankers Cheque.;
- 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 the Procuring Entity or their representatives to inspect our accounts and records and other documents, infrastructure, equipment's, machinery, hardware, software etc. 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:

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#### **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 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:

(Ayub Khan, RAS) Registrar, ALU Jaipur

#### **SELF-DECLARATION**

#### (Declaration by Bidder regarding Qualifications)

{to be filled by the bidder}

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To,

REGISTRAR.

Bhimrao Ambedkar Law University

Jaipur.

#### **Declaration by Bidder**

	In	relation	to	my/o	ur b	id	submitt	ed	for	subje	ct	matter	conforming	g to
stand	lards/g	guidelines	/T&C	of	Bid	Do	cument	in	res	ponse	to	the	Notification	No.
		2	dat	ted					_ as	an (	)wn	er/Part	ner/Director/	Auth.
Signa	atory/	Manufact	urers	/Whol	e Sell	lers/	Sole dis	strib	utor/	Autho	rise	d deale	er/Bonafide de	alers
of, I/	We he	ereby decl	are th	nat: -										

- 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.

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- 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 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 form 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:

(Ayub Khan, RAS) Registrar, ALU Jaipur