

DR. BHIMRAO AMBEDKAR LAW UNIVERSITY, JAIPUR

(A State Funded University of Rajasthan)

‘RUSA Bhawan’, Shiksha Sankul, JLN Marg, Jaipur-302015

www.alujaipur.ac.in

E-mail: registrar@alujaipur.ac.in

NIB No.: F.8(1)/ITcell/ALU/2022-23/ 926

Date: 23/05/2023

NOTICE INVITING E-BID DOCUMENT

FOR

"Hiring of Dedicated Server on Tier 4 Data Centre in India"

Dr. Bhimrao Ambedkar Law University, Jaipur

TEL. No.:- 0141-2941442

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

Website: - www.alujaipur.ac.in

Bid No.	:-	ITCell/ ALU /E-Bid/2023-24/02
Description of Services	:-	Hiring of Dedicated Server on Tier 4 Data Centre in India
Estimated Cost of Rate contact	:-	Rs. 6,50,000/-
Cost of Bid Document	:-	Rs. 1000/- (Rupees One Thousand only) by Banker Cheque/DD in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur
Processing Fee	:-	Rs. 500/- (Rupee Five Hundred only), by Banker Cheque/DD in favour of MD, RISL, Jaipur
Bid Security	:-	Bid security (2% amount of estimated cost) Rs. 13,000/- (Rupees Thirteen Thousand only)) by Banker Cheque/DD in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur
Bid Security Declaration	:-	Bid Security Declaration on Rs, 50/- Non-Judical Stamp Paper in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur


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INTRODUCTION

Dated :		
1	Name, Address, Phone No. & email of the Firm	
2	Subject matter of procurement	Hiring of Dedicated Server on Tier 4 Data Centre in India
3	Name & Address of the Procuring Authority.	<i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i> RUSA Bhawan, Shiksha Sankul, JLN Marg, Jaipur 302015
4	Estimated Cost of Work/Goods	Rs. 6.50 Lac
5	(i) The price of the Bidding Document	Rs. 1000/- by Bankers Cheque/Demand Draft in favour of Registrar <i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i>
	(ii) E- BID Processing Fees	Rs.500/- by Bankers Cheque /DD in Favour of MD, RISL, Jaipur
6	For Clarification Purposes only, the Procuring Entity's address	Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i> TEL. No.: - 0141-2941442 E-Mail Address: - registrar@alujaipur.ac.in
7	Pre-Bid Meeting	No
8	The Language of the Bid is	English & Hindi
9	The Bidder shall submit with its Bid	Mentioned at Technical Bid Check list (Annexure-A)
10	Publishing Date	24.05.2023
11	Document downloading start date	24.05.2023
12	Bid document download end date & Time	02.06.2023 at 1.00 pm
13	Bid submission end date & time	02.06.2023 at 2.00 pm
14	The Bid Validity period shall be	90 days from the date of opening of technical bid.
15	Bid Security (EMD)	Bid Security amount of 2% Estimated costs Rs.13,000 by Demand Draft/ Banker Cheque in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur
16	Bid opening Date & Time	02.06.2023 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.rajasthan.gov.in and https:// www.alujaipur.ac.in, https://www.eproc.rajasthan.gov.in
19	Submission Date of Banker's Cheque/ Demand Draft for Bid document Fee, Bid Security Amount, E-processing Fee	Date : Upto 02.06.2023 Time: Upto 3.00 PM Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr. Bhimrao Ambedkar Law University, Jaipur
20	Opening of technical bids	Date: 02.06.2023 at 4.00 pm Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur
21	Date and Time of Financial Bid Opening	Informed separately to the technically qualified bidders

22. You are required to prepare a single PDF file for 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 RTTP Act and rules.
24. The bid process shall be subject to the provisions of the RTTP Act and Rules made their under.

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24. 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.

25. The Designation and Address of
First Appellate Authority

**Vice-Chancellor,
Dr. Bhimrao Ambedkar Law University, Jaipur.**

I/We.....(Name of the person) in the capacity of (Designation) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agreed to abide by all the conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as below:

Name of firm/company	
Office Address (with pin code)	
Mobile/Phone	
Email	
Statutory Details	
GST & PAN No.	

Bid Security Declaration

: _____

: _____

Signature

Name of Signatory (IN BLOCK LETTERS):

Designation :

Date : _____

Place: _____

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

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Definitions and Acronyms

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

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तकनीकी बोली प्रपत्र-A

क्र. सं.	दस्तावेजों का विवरण		संलग्नक - संलग्न है/ नहीं है
1	आयकर कार्ड (PAN) का नम्बर एवं छायाप्रति	पृष्ठ संख्या	
2	जी.एस.टी. पंजीयन नम्बर एवं छायाप्रति (यदि लागू है) लागू नहीं होने की स्थिति में इस संबंध में शपथ-पत्र सहित प्रस्तुत करें।	पृष्ठ संख्या	
3	फर्म द्वारा तीन वित्तीय वर्षों 2018-19, 2019-20, 2020-21 में औसत वार्षिक टर्नओवर रुपये 6.00 लाख होना आवश्यक है।	अंकेक्षित लेखे मय Profit & Loss A/c /सी.ए. द्वारा जारी प्रमाण-पत्र। पृष्ठ संख्या	
4	Name and Address of Data Centre	छायाप्रति/प्रमाण पत्र पृष्ठ संख्या	
5	केन्द्र/राज्य के विभाग/ उपक्रम/बोर्ड/आयोग /बैंक /विश्वविद्यालय में Cloud/VPS/Dedicated Server देने का अनुभव	कार्यादेश	
6	तकनीकी स्पेशिफिकेशन के अनुसार DATA Centre के चाहे गये सर्टिफिकेशन सभी आवश्यक है ANSI/TIA-942-B:2017 Rated 4 (Tier 4 DC) , ISO 20000-1, ISO 27000-1, ISO 22301 • SOC-1, SOC-2, US GBC LEED Platinum Certified , Cloud Security Alliance, Uptime : 99.995% (Certificates must be valid in last 1 year) Firm must have provided cloud servers on Tier 4 Data Centre.	पृष्ठ संख्या अथवा डाटा सेन्टर की अधिकत वेबसाइट का प्रिन्ट की प्रति	
7	यदि बोलीदाता कम्पनी है तो रजिस्ट्रार ऑफ कम्पनीज द्वारा जारी पंजीकरण प्रमाण पत्र की प्रति संलग्न करें।		
8	यदि बोलीदाता फर्म है तो फर्म के रूप में जारी पंजीकरण प्रमाण-पत्र की प्रति संलग्न करें।		
9	Bid Security Amount Rs. 13,000/-	डी.डी. संख्या..... दिनांक.....संलग्न करें।	
10	निविदा प्रपत्र मूल्य राशि रु. 1000 /- E-BID Processing Fees Rs. 500/-	डी.डी. संख्या..... दिनांक.....संलग्न करें।	
11	Technical Bid submission sheet as per Annexure-F		
12	Technical Letter Annexure-G		
13	Certificate of Conformity/No Deviation as per Annexure-H		
14	Declaration by Bidder regarding Qualifications as per Annexure-I		
15	ब्लेक लिस्ट/अयोग्य न होने तथा अन्य सक्षमताएं पूरी करने का शपथ-पत्र as per Annexure-J (रु. 50 /- के स्टाम्प पेपर पर)		
16	एस.आर. 11 प्रारूप पत्र as per Annexure-K		
17	Financial Bid as per Annexure-L and fill according to uploaded BOQ		
18	Annexure- B,C,D,E हस्ताक्षरित		


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बोलीदाता के हस्ताक्षर मय मोहर

तकनीकी बोली की शर्तें

1. बोली प्रपत्र जमा कराने की अन्तिम तिथि दिनांक 02.06.2023 समय मध्याह्न 2.00 बजे है। निर्धारित तिथि व समय के पश्चात् प्राप्त बिड स्वीकार नहीं की जायेगी।
2. बोली प्रपत्र एवं शर्त डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, विभागीय वेबसाइट www.alujaipur.ac.in, राज्य ई-प्रोक्योरमेंट पोर्टल (<https://eproc.rajasthan.gov.in>), (<https://sppp.rajasthan.gov.in>) पर भी उपलब्ध है। बोली प्रपत्र उक्त वेबसाइट से डाउनलोड किया जा सकता है।
3. बिड के साथ जीएसटी पंजीयन प्रमाण पत्र, तथा आयकर विभाग द्वारा जारी पैन नं० की प्रमाणित प्रति प्रस्तुत किया जाना अनिवार्य है।
4. निविदा दस्तावेज में दिये गये स्पेसिफिकेशन की सर्विस मान्य होगी।
5. उपरोक्त शर्तों के अतिरिक्त जहां आवश्यक हो वहां लोक उपापन में पारदर्शिता अधिनियम 2012 व नियम 2013 प्रभावशील होंगे।
6. यदि उपापन समिति आवश्यक समझती है तो बोलीदातों को नैगोसियेशन हेतु आमंत्रित किया जा सकेगा।
7. बोली के दरें शब्दों एवं अंकों में प्रस्तुत करनी होगी तथा किसी भी कटिंग पर बोलीदाताओं को लघु हस्ताक्षर करने होंगे। अंकों एवं शब्दों की दरों में अन्तर होने पर शब्दों की दरें मान्य होंगी। ऊपरिलेखन मान्य नहीं होगी।
8. किसी भी विवाद की स्थिति में न्याय क्षेत्र जयपुर रहेगा।
9. जीएसटी अधिनियम के अन्तर्गत पंजीकरण अनिवार्य है। लागू नहीं होने की स्थिति में इस संबंध में शपथ-पत्र सहित प्रस्तुत करें। ऐसी कम्पनी/फर्म/बोलीदाता जिसे पूर्व में ब्लैक लिस्ट घोषित किया गया हो वह बोली में भाग नहीं ले सकेंगे।
10. बोली प्रपत्र में वर्णित सूचना असत्य पाये जाने पर नियमानुसार कानूनी कार्यवाही की जावेगी।
11. डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, राजस्थान, जयपुर को बोली प्रक्रिया किसी भी समय बिना कोई कारण बताये निरस्त करने का पूर्ण अधिकार होगा।
12. किसी भी विवाद की स्थिति होने पर एवं बोली प्रदत्त के संबंध में राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 व नियम 2013 प्रभावशील रहेंगे।
13. सशर्त बोली मान्य नहीं होगी।
- 14-The Firm has to submit Bank Gurantee equivalent to the bill of one Quarter for entire contract period or the bid security amount will be deducted from the payment to the firm i.e. amount equal to 3 months will be kept as performance security.
- 15-The Advance Payment of six months will be released on successful implementation and migration of the application to the Cloud Server and making it operational.
- 16-Advance payment will be made to firm on submitting the invoice in the name of Registrar, Dr. Bhimrao Ambedkar Law University.
- 17-Firm has to deposit following.
 - I. The price of the Bidding Document Rs. 1000/- by Bankers Cheque/Demand Draft in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur.
 - II. E- BID Processing Fees Rs.500/- by Bankers Cheque /DD in Favour of MD, RISL, Jaipur
 - III. Bid Security Rs. 13,000/- (Rupees Thirteen Thousand only) by Banker Cheque/DD in favour of Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur


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निविदा की शर्तें

टिप्पणी:- बोलीदाताओं को इन शर्तों को सावधानीपूर्वक पढ़ना चाहिए तथा बोलीयां भेजते समय इनकी पूर्णरूपेण पालना करनी चाहिए।

1. डाटा सेंटर में निम्नलिखित स्पेसिफिकेशन होना आवश्यक है।

- ANSI/TIA-942-B:2017 Rated 4 (Tier 4 DC)
- ISO 20000-1
- ISO 27000-1
- ISO 22301 • SOC-1, SOC-2 (first 5 pages of SOC1 and SOC2 Report)
- US GBC LEED Platinum Certified
- Cloud Security Alliance
- Uptime : 99.995%

2. जीएसटी पंजीयन प्रमाण पत्र:- कोई भी डीलर जहां उसका व्यवसाय स्थित है, उस राज्य में प्रचलित जीएसटी अधिनियम के अन्तर्गत पंजीकरण अनिवार्य है। जीएसटी पंजीयन संख्या का उल्लेख किया जाना चाहिये, तथा जीएसटी पंजीयन प्रमाण पत्र प्रस्तुत किया जायेगा। जी.एस.टी. पंजीकरण लागू नहीं होने की स्थिति में इस संबंध में शपथ-पत्र सहित प्रस्तुत करें।

3. दरें शब्दों व अंकों दोनों में अंकित की जायेगी। इसमें कोई त्रुटियां या उपरिलेखन नहीं होना चाहिए। यदि कोई शुद्धियां करनी हो तो स्पष्ट रूप से की जानी चाहिए एवं दिनांक सहित उन पर हस्ताक्षर किये जाने चाहिए। दरों के साथ जीएसटी की राशि पृथक से प्रस्तुत की जानी चाहिए।

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-L) and each should be submitted electronically.

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

5. Signing of BID:- 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 disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Directors or principal officer duly authorized by the board or Directors of the Company if it is a Company.
 1. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the BID.
 2. In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the BID and all other related documents must be signed by all partners of the firm.
 3. 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.


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4. 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.
6. **Technical Bid:-** The Technical bid should be submitted electronically with form given in Annexure-A with Bankers Cheque/Demand Draft of Rs. 1000/- for bid document fee in favour of Dr. Bhimrao Ambedkar Law University, Jaipur and the Bankers Cheque /Demand Draft of Rs. 500/- for E-BID Processing fees in favour of MD, RISL, Jaipur.
7. **Financial Bid:-** The Financial Bid should also be submitted electronically in the BOQ given in Annexure-L, which is attached separately in Bid document, 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 BIDs.
- a. Terms of payment as stated in the BID Document shall be final.
- b. 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. **विधि मान्यता :-** अनुमोदित दरें 90 दिवस तक के लिए विधि मान्य होंगी।
9. **अनुमोदित प्रदायकर्ता** के लिए यह समझा जायेगा कि उसके द्वारा प्रदाय की जाने वाली वस्तु की दशा, स्पेसिफिकेशन, साईज, मेक एवं मॉडल आदि की सावधानी पूर्वक जांच कर ली हैं। यदि उसे इन शर्तों के किसी भी भाग, स्पेसिफिकेशन, साईज, मेक एवं मॉडल आदि के आशय के बारे में कोई संदेह हो तो वह संविदा पर हस्ताक्षर करने से पूर्व, उसे क्रेता अधिकारी को भेजेगा तथा उससे स्पष्टीकरण प्राप्त करेगा।
10. The Bidder, who has offered the lowest cost of all items shall be considered the most economic offer and declared as L-1 bidder.
11. **आपूर्तिकर्ता** फर्म अपनी बोली को, या उसके किसी सारवान भाग को किसी अन्य एजेंसी के लिए नहीं सौपेगा या Sublet नहीं करेगा।
12. **विनिर्देश :-** प्रदाय की गई सभी सेवाये बोली में निर्धारित स्पेसिफिकेशन के पूर्णतया अनुरूप होंगी तथा जहां पर डाटा सेंटर की स्पेसिफिकेशन के अनुसार अपेक्षा की गयी हो, उन मदों को पूर्णरूप से उन स्पेसिफिकेशन के अनुरूप होना चाहिये तथा उस पर वहां मार्क होना चाहिए।
13. बोलीदाता का उनके प्रतिनिधि की ओर से प्रत्यक्ष या अप्रत्यक्ष रूप से अपना समर्थन करना एक प्रकार की अनर्हता होगी।
14. **बिड सिक्योरिटी राशि**
बिड सिक्योरिटी राशि रूपये 13,000/- डिमान्ड ड्राफ्ट/बैंकर्स चेक द्वारा रजिस्ट्रार डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर के नाम पर जमा करानी होगी। बोली प्रतिभूति राशि (Bid Security) संलग्न नहीं होने की स्थिति में बिड निरस्त कर दी जावेगी।
15. **Bid security. [RULE 42 of RTPP Act]** - In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids


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16. करार एवं कार्य सम्पादन प्रतिभूति ¼Agreement and work Performance Security½&

- i) वित्त विभाग, राजस्थान सरकार के अधिसूचना संख्या F.2(1)Fin./G&T-SPFC/2017 Dated 18-12-2020 & Dated 12-01-2022 के अनुसार कार्य सम्पादन प्रतिभूति माल के प्रदाय आदेश की रकम की 5 प्रतिशत दर पर ली जावेगी।
- ii) बोली आमंत्रण में अंकित सेवा की आपूर्ति हेतु सफल बोलीदाता को बोली स्वीकृति आदेश पत्र की दिनांक से अधिकतम 10 दिन में कार्य संपादन प्रतिभूति के रूप में डिमान्ड ड्राफ्ट/बैंकर्स चेक द्वारा रजिस्ट्रार डॉ. भीमराव अम्बेडकर विधि विश्वविद्यालय, जयपुर के नाम पर जमा करानी होगी।
- iii) सफल बोली लगाने वाली की दशा में बोली प्रतिभूमि की रकम कार्य सम्पादन प्रतिभूति की रकम में समायोजित की जा सकती है या लौटायी जा सकती है यदि सफल बोली लगाने वाला पूर्ण रकम की कार्य संपादन प्रतिभूति राशि दे देता है।
- iv) कार्य सम्पादन प्रतिभूति राशि पर विभाग द्वारा ब्याज का भुगतान नहीं किया जावेगा।

2 कार्य सम्पादन प्रतिभूति राशि का समपहरण कार्य सम्पादन प्रतिभूमि राशि का पूर्ण या आंशिक रूप से निम्नांकित मामलो में समपहरण किया जा सकेगा—

- i) जब संविदा की शर्तों का उल्लंघन किया हो।
- ii) जब बोलीदाता सम्पूर्ण सेवा सप्लाई संतोषजनक ढंग से करने में असफल रहा हो।
- iii) जब बोलीदाता सेवा सप्लाई आदेश के अनुसार निर्धारित सप्लाई अवधि में सेवा की सप्लाई आरम्भ करने के असफल रहता हो फिर कार्य सम्पादन प्रतिभूति राशि के समपहरण करने के मामलों में युक्तियुक्त सुनवाई का अवसर दिया जायेगा। इस संबंध में उपापन संस्था का निर्णय अंतिम होगा।

17. (1) बोली प्रपत्र में सुपुर्दगी के लिए विनिर्दिष्ट समय को संविदा के सार रूप में समझा जायेगा तथा सफल बोलीदाता क्रेता अधिकारी से ऑर्डर के प्राप्त होने से अवधि [10 Days] के भीतर करेगा।

(2) परिनिर्धारित क्षति: परिनिर्धारित क्षति के साथ सुपुर्दगी अवधि के मामले में वसूली निम्नलिखित प्रतिशतता के आधार पर उन स्टोर के मूल्यों के लिए की जायेगी जिनकी बोलीदाता सप्लाई करने में असफल रहा है:—

(1) (क) विहित सुपुर्दगी अवधि की एक चौथाई अवधि तक के विलम्ब के लिए 2.5 प्रतिशत।

(ख) एक चौथाई अवधि किन्तु विहित अवधि की आधी अवधि से अनाधिक के लिए 5 प्रतिशत।

(ग) एक चौथाई अवधि से अधिक किन्तु विहित अवधि के तीन चौथाई तक के विलम्ब के लिए 7.5 प्रतिशत।

(घ) विहित अवधि की तीन चौथाई से अधिक के विलम्ब के लिए 10 प्रतिशत।

(2) विलम्ब की अवधि में आधे दिन के कम भाग को छोड़ दिया जायेगा।

(3) परिनिर्धारित क्षति की अधिकतम राशि 10 प्रतिशत होगी।

(4) यदि प्रदायकर्ता (सप्लायर) किन्हीं बाधाओं के कारण संविदान्तर्गत माल की सप्लाई को पूरा करने के लिए समय वृद्धि करना चाहता है तो वह लिखित में उस प्राधिकारी को आवेदन करेगा। जिसने प्रदायगी हेतु ओदश दिया है। किन्तु वह उसके लिए निवेदन बाधा के घटित होने पर तुरंत उसी समय करेगा ना कि सप्लाई पूर्ण होने की निर्धारित तारीख के बाद करेगा।


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(5) यदि माल की सप्लाई करने में उत्पन्न हुई बाधा बोलीदाता के नियंत्रण से परे कारणों से हुई हो तो सुपुर्दगी की अवधि में वृद्धि परिनिर्धारित क्षति सहित या रहित की जा सकेगी।

18. **वसूलियत** : परिनिर्धारित क्षयों, कम सप्लाई, टूट-फूट रद्द की गयी, वस्तुओं के लिए वसूली साधारण रूप से बिल में से की जायेगी। कम सप्लाई टूटफूट, रद्द किये गये मालों की सीमा तक राशि को भी रोका जा सकेगा तथा यदि सप्लायर संतोषजनक वसूली उसकी देय राशि एवं विभाग के पास उपलब्ध प्रतिभूति निक्षेप से की जायेगी। वसूली करना सम्भव न हो तो राजस्थान पी.डी.आर. एक्ट या प्रवृत्त किसी अन्य कानून के अन्तर्गत कार्रवाई की जायेगी।
19. **यदि बोलीदाता** ऐसी शर्तें आरोपित करता है जो इसमें वर्णित शर्तों के अतिरिक्त है या उनके विरोध में है तो उसकी बोली को रद्द कर दिया जायेगा। किसी भी सूत्र में इनमें से किसी भी शर्त का स्वीकार किया हुआ नहीं समझा जायेगा।
20. **क्रेता अधिकारी** किसी भी बोली को जो आवश्यक रूप से न्यूनतम दावे की बोली नहीं हैं स्वीकार करने, बिना कोई कारण बतलाये किसी भी बोली को रद्द करने या जिन वस्तुओं के लिए बोलीदाता के बोली दी है उन सब के लिए या किसी एक से अधिक के लिए बोली को स्वीकार करने या एक एक बोलीदाता से अधिक को स्टोर्स की मदों को वितरित करने के अधिकारी को अपने पास आरक्षित रखेगा।
21. **समस्त संविदा** के निर्वाचन आशय या संविदा की शर्तों का उल्लंघन के संबंध में कोई विवाद उत्पन्न होता है तो पक्षकारों द्वारा मामलों को विभागाध्यक्ष (कुलपति) को भेजा जायेगा जो विवाद के लिए एकमात्र मध्यस्थ (सोल-आबिट्रेटर) होगा।
22. **समस्त विधिक कार्यवाही** संस्थित किया जाना आवश्यक हो तो किसी भी पक्षकार द्वारा जयपुर स्थित न्यायालयों में ही पेश की जायेगी।
23. बोली दरों के साथ आपूर्ति की जाने वाली सर्विस को स्पेसिफिकेशन अवश्य अंकित किया जावे।
[No deviation will be allowed, Higher specifications will be allowed.]
- 24- राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के एनेक्जर ए.बी.सी. एवं डी. की पूर्ति कर बोली के साथ प्रस्तुत करना होगा।
- 25- The Successful bidder will have to execute agreement as per prescribed format on Non-Judicial Stamp Paper of Rs. 500/-
- 26- **Disclaimer**: - The family member of employees of the Dr. Bhimrao Ambedkar Law University, Jaipur are not allowed to participate in this BID.

Family member's means:-

- 1- Spouse
- 2- Sons and daughters including steps wheather married or not.
- 3- Parent including steps.
- 4- Any other relation who is wholly dependent on employee.

26 [75A] Additional Performance Security.-

- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount.

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- (2) The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee. Explanation : For the purpose of this rule,-
- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]

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Other Terms and conditions

- Dedicated server must be hired and registered in the name of Dr. Bhimrao Ambedkar Law University, Jaipur and the Registration details, Hosting Server Passwords, Control Panel passwords and other details etc must be sent by e- mail to registrar@alujaipur.ac.in or in sealed envelop to IT Cell.
- All the services must be provided efficiently and all information related to security must be kept confidential.
- An agreement to provide server and other services, confidentiality of data, security of the server etc. must be executed.
- Server will be hired for next one year. If not, then all data and web pages must be transferred to a server hired by university and the web site must be made operative and handover to the university.

PAYMENT TERMS

- The Firm has to submit Bank Gurantee equivalent to the bill of one Quarter for entire contract period or the bid security amount will be deducted from the payment to the firm i.e. amount equal to 3 months will be kept as performance security.
- The Advance Payment of Six months will be released on successful implementation and migration of the application to the Cloud Server and making it operational.
- Advance payment will be made to firm on submitting the invoice in the name of Registrar, Dr. Bhimrao Ambedkar Law University.

Penalty

- Rs 1000/- per hour will be charged as penalty for down time if the downtime is more than 24 hrs in a year.
- In case of loss of data of the university due to lapses from the part of the service provider/approved bidder, losses must be compensated financially as per claim of the university.


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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 investigation 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 :

Name:

Designation:

Address:

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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 thir Notice Inviting

Bids No. F.8(1)/ITcell/ALU/2022-23/..... DatedI/we

hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place :

Name:

Designation:

Address:


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Annexure D: Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is : **Secretary, Higher Education Deptt, Government of Rajasthan, Jaipur.**

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

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

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) Shall deal with appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2) or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date receipt of the order passed by First Appellate Authority, as the case may be.

(4) Appeal not lies 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:

Place:

MK

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DR. BHIMRAO AMBEDKAR LAW UNIVERSITY
WAPUR

Signature of bidder

Name:

Designation:

Address:

Annexure E: Additional Conditions of Contract

1- Correction of arithmetical errors

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

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price is as quoted shall govern and the unit price shall be corrected:
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in word is related to an arithmetic error, in which case the amount in figures shall subject to (1) and (2) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors. Its Bid shall Be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2- Procuring Entity's Right to vary Quantities

- (i) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (ii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the procuring Entity shall be free to arrange for the balance supply be limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3- Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of bidder

Place:

Name:

Designation:


Address:


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TECHNICAL SPECIFICATIONS:

S.No	Details	Yes/No
1.	<p><u>Dedicated Server to be hired for University Website/Portals</u></p> <p>The web server provided for the web hosting must be using a web servers located in India on a Tier 4 Data Centre through Web hosting service providers with high band width and high-level security for the web hosting.</p> <p>A Tier 4 data center is built to be completely fault tolerant and has redundancy for every component. It has an expected uptime of 99.95%</p> <p>Server must have following or better specifications Vendor : GenuineIntel</p> <ul style="list-style-type: none"> <input type="checkbox"/> Processor Name : Intel(R) Xeon(R) CPU E5/E7 <input type="checkbox"/> 16vCore Intel(R) Xeon(R) CPU E5/E7 or higher <input type="checkbox"/> Intel® Turbo Boost Technology <input type="checkbox"/> Intel® Hyper-Threading Technology <input type="checkbox"/> Memory: 64 GB vRAM <input type="checkbox"/> Hard Disk: 1 TB vSSD Drive (Solid State Drive) <input type="checkbox"/> Operating System: Linux CentOS 7.x 64 Bit <input type="checkbox"/> RAID: RAID 10 <input type="checkbox"/> Control Panel: cPanel/WHM (5 Domain License) <input type="checkbox"/> Port Speed: Dedicated 100 MBPS/1 Gbps Port <input type="checkbox"/> Hardware Firewall: Cisco ASA 5510 or higher <input type="checkbox"/> Backup: 4 TB Backup Space at remote location. <input type="checkbox"/> SSL Certificates: Extended SSL <input type="checkbox"/> SpamExperts Spam Filter <input type="checkbox"/> SuPHP Installed. <input type="checkbox"/> 24/7 Support from Server providing Party. <input type="checkbox"/> Load Balancer Monthly Bandwidth: 10000 GB/Unlimited. <p>University also keeps other confidential data on server so strict confidentiality of the same must be maintained and data access must be on secure channel with limited access to be managed by the firm.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Backup Data Storage: 4 TB: Remote Geo centric location with daily (30 Days) backup to be stored for any disaster recovery. <input type="checkbox"/> Agent based - Automatic, Encrypted, Compressed Disk-to-Disk (SAN) Based <input type="checkbox"/> Backup - Daily, Weekly, and Monthly Full – available via a web based portal for restoration outside the Primary Facility – Instant Restoration at the Primary Facility. <p>5 Usable Public IP</p>	<p>Put Right Mark in front of each specification for indicating Yes ✓ and Cross Sign if Its No. [X]</p> <p>Mention rates for additional vCPU, RAM, Hard Disk and Backup storage</p>

	<p>99.97% Uptime Domains Allowed – Unlimited Sub domains Allowed – Unlimited FTP Accounts – Unlimited MySQL Database – Unlimited, POP3 / SMTP Accounts – Unlimited, Mailing lists – Unlimited Mail Forward – Unlimited IMAP – Unlimited, CGI, PHP 5.x, Perl 5.8.7, Cron Jobs / Schedule Task, PhpMyAdmin, Awstats / Webalizer.</p> <p><input type="checkbox"/> Programming Support HTML, PHP 7+, Perl, Python, GD, cURL, CGI, mcrypt, Perl, Cake-PHP, SuPhp and all PHP compatible Scripts. Apache 2.2x MySQL 5 Zend Optimizer, Zend Engine, ion Cube Hardware Firewall: Cisco ASA 5510 or better Control Panel – cPanel World’s Leading Hosting Control Panel (cPanel) Manage Web Pages, View Website Statistics, Create Email Accounts etc. Script Installer - Install Blogs, Shopping Carts etc.</p> <p>The Dedicated Server must be hired for 1 year in the name of Dr. Bhimrao Ambedkar Law University, Jaipur for web site hosting, data storage and data backup.</p> <p>Transferring all the contents of the current website to the webserver hired and managing the web Server using the control panel for the University for operation with maximum efficiency and security for complete web hosting work for a period of one year</p> <p><input type="checkbox"/> CloudFlare DNS Management Service with advance DDOS Protection and image compression for lighting data transfer with CDN Network.</p> <p>Imunify360 – WAF (Licensed for 1 Year)</p>	
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बोलीदाता के हस्ताक्षर मय मोहर

Annexure G - : TECHNICAL SPECIFICATION LETTER

To

REGISTRAR,
Bhimrao Ambedkar Law University
Jaipur.

We, The undersigned, declare that-

1. We have examined and have no reservations to the Bidding Document, including Agenda 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 obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
5. We are not participating, as bidder in more than one bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
9. We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
10. We will supply all the equipments 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:

Name:-

In the capacity of:

Signed:

Date:

Duly authorized to sign the bid for and on behalf of

Complete Address

Tel:

E-mail:

Mobile:-



REGISTRAR
DR. BHIMRAO AMBEDKAR LAW UNIVERSITY
JAIPUR

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

To,

REGISTRAR,
Dr. Bhimrao Ambedkar Law University
Jaipur.

CERTIFICATE

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

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

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory

Seal of the Organization: -

Date:

Place:


REGISTRAR
DR. BHIMRAO AMBEDKAR LAW UNIVERSITY
JAIPUR

SELF-DECLARATION

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

Date:-

To,

REGISTRAR,
Bhimrao Ambedkar Law University
Jaipur.

Declaration by Bidder

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

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in RTP 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 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.


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JAIPUR

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 originalbid.
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,

Name of the bidder: -

Authorized Signatory: -

Seal of the Bidding Organization: -

Date:

Place:



REGISTRAR
DR. BHIMRAO AMBEDKAR LAW UNIVERSITY
JAIPUR

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

मैं/हम घोषणा करता हूँ/करते हैं कि:-

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

ML.
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DR. BHIMRAO AMBEDKAR LAW UNIVERSITY
JAIPUR

बोलीदाता के हस्ताक्षर मय मुहर

Annexure - K : एस. आर. 11 प्रारूप

—:बोलीदाताओं द्वारा घोषणा:—

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन सर्विसेस लिए बोली दी है, उनका/उनके, मैं/ हम बोनाफाईड विनिर्माता/थोक विक्रेता/सोल वितरक/प्राधिकृत डीलर/एजेन्ट हूँ/सविस प्रोवाइडर है।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्यवाही, जो की जा सकजी 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 :-.....

ML

REGISTRAR
DR. BHIMRAO AMBEDKAR LAW UNIVERSITY
JAIPUR

Annexure - L

FINANCIAL BID

1. बोलीदाता अथवा अधिकृत व्यक्ति का नाम
2. पता
3. टेलिफोन नं. (कार्यालय) मोबाईल नम्बर
4. फ़ैस नम्बर
5. जी.एस.टी. नम्बर

Hiring of Dedicated Server on Tier 4 Data Centre in India हेतु वित्तीय बोली

S.no	Item Description	Quantity	Total Rate	Applicable GST @%	Total Amount including GST (in Rs.)
1.	Dedicated Server to be hired for University Website/Portals (1 Year) (Technical Specifications as per item no 1 of Annexure-F)	1			
	Total				

नोट:-

1. कृपया अनुसूची-ई प्रारूप में दिये जाने वाली कीमत को **BOQ Format** में पृथक रूप से दर्ज करें।

स्थान-

दिनांक-

बोलीदाता के हस्ताक्षर मय मुहर

ML
REGISTRAR
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