



"Notice Inviting E-Bid"

“Hiring of services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of day wise University Examinations”

Dr. Bhimrao Ambedkar Law University, Jaipur hereby invites online Bid for the procurement of following works/services as per details given below from competent & experienced bidders. Sealed Bids must be uploaded up to **2.00 PM** on **25 July 2022**.

S. No	Description of work/ Services	Estim ated Value	Bid Security	Tender Fee	RISL Processing Fee	Duration of Work	Validity period of bid
1	2	3	4	5	6	7	8
1	Hiring of services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of day wise University Examinations	Rs. 20.00 Lakh	Bid security of Rs. 0.40 lakh by Demand Draft/ Bankers Cheque in the Favor of "Dr. Bhimrao Ambedkar Law University, Jaipur"	Rs. 1000/-	Rs. 500/-	Two Years	90 Days

Bidding Submission Process: -

1. The bidders who are interested in bidding can download bid documents form <https://www.eproc.rajasthan.gov.in>. The bid document can be seen on <https://www.alujaipur.ac.in> and <https://www.sppp.rajasthan.gov.in> website also
2. Bids are to be submitted online in electronic format on website <https://www.eproc.rajasthan.gov.in>.
3. Bidders who wish to participate in this bid will have to register on <https://www.eproc.rajasthan.gov.in>.
4. Bidders will have to procure Digital Signature Certificate (Type II of Type III) as per Information Technology Act. 2000 using which they can sign their electronic bids. or they may contact e-Procurement Cell, Department of IT&C, Government of Rajasthan for further



DR. BHIMRAO AMBEDKAR LAW UNIVERSITY, JAIPUR

(A State Funded University of Rajasthan)

“RUSA BHAWAN”, Shiksha Sankul, JLN Marg, Jaipur - 302015

Ph. No. 0141-2941442

Email: registrar@alujaipur.ac.in

www.alujaipur.ac.in

- assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate.
5. The Bidding comprises of two-part system. The Technical Bid and the Financial Bid. Manually bid not be accepted.
 6. Bidder shall submit their offer on-line in electronic formats both technical and financial proposal. **Demand Drafts for Bid Document fee, e-bid processing fee and Bid Security Declaration in original shall be submitted manually in the office to the Tendering Authority within the prescribed time.** However, the scanned copies of Demand Draft and Bid Security Declaration shall be uploaded along with the online bid.
 7. If, Bid Fee, RISL e-bid processing fee and bid security declaration are not submitted within the prescribed time, then the bid shall be rejected.
 8. Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of the contract are digitally signed by the bidder.
 9. Any information provided in support of the bids must be properly annexed, numbered and duly signed. No page should be removed/ detached from this Tender document.
 10. In the event of the specified dates being a holiday, the activities assigned on that date may be carried out on next working day.
 11. Validity of the tender shall be 90 days from the date of opening of Technical Bid.
 12. Contract period for “ **Hiring of services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of day wise University Examinations**” shall be two years extendable for one more year as per RTPP Act 2012 and Rules 2013 with mutual consent.
 13. In case of any query, please contact at COE Office, ALU, Jaipur or Mail to coe@alujaipur.ac.in

REGISTRAR


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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F. No. 5(1)ALU/EXAM(Secy.)/2021-22/ 4163

Date: 18.7.2022

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INTRODUCTION

Dated :		
1	Subject matter of procurement	Rate Contract for Hiring of Services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at Dr. Bhimrao Ambedkar Law University, Jaipur HQs at Jaipur after completion of day wise University Examinations. Open Competitive Bid / 2021-22
2	Name & Address of the Procuring Authority.	<i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i> RUSA Bhawan, Shiksha Sankul, JLN Marg, Jaipur 302015
3	Estimated Cost of Work	Rs. 20.00 Lakh
4	(i) The price of the Bidding Document	Rs. 1000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar <i>Dr. Bhimrao Ambedkar Law University, Jaipur</i> '.
	(ii) E- tender Processing Fees	Rs. 500 /- (Bankers Cheque /DD in Favor of MD, RISL ,Jaipur)
5	For Clarification Purposes only, the Procuring Entity's address	Registrar, <i>Dr. Bhimrao Ambedkar Law University, Jaipur.</i> TEL. Number :- 0141-2941442 E-Mail Address :- registrar@alujaipur.ac.in
6	The Pre-Bid Meeting	NO
7	The Language of the Bid is	English & Hindi
8	The Bidder shall submit with its Bid	Mentioned at Technical Bid Check list (Annexure-IV & V)
9	Publishing Date	19 th July 2022
10	Document downloading start date & Time	19 th July 2022 From 11.00 am
11	Bid document download end date & Time	25 th July 2022 upto 1.00 pm
12	End date and Time for Online submission of bid.	25 th July 2022 upto 2.00 pm
13	The Bid Validity period shall be	90 days from the date of opening of technical bid.
14	Bid Security	Bid Security of Rs. 40,000/- by way of Demand Draft/Banker's Cheque in favor of 'Registrar <i>Dr. Bhimrao Ambedkar Law University, Jaipur</i> '.
15	Authorization	Power of attorney/board resolution letter of authorization written on the letter head by the bidder.
16	Downloading of bids	Online: https://www.sppp.raj.nic.in and https://www.alujaipur.ac.in , https://www.eproc.rajasthan.gov.in
17	Submission of Banker's Cheque/ Demand Draft for Bid document Fee, Bid Security & declaration, E-processing Fee.	Date: 25 th July 2022 Upto 3.00 PM Place: Office At Rusa Bhawan, Ground Floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur
18	Opening of technical bids	Date: 25 th July 2022 at 4.00 pm Place: office at RUSA Bhawan, ground floor, Shiksha Sankul, Dr Bhimrao Ambedkar Law University, Jaipur



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19	Date/ Time/ Place of Financial Bid Opening	Informed separately to the technically qualified bidders
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20. Tendered quantity may be increased or decreased at the time of award/purchase order or during the course of agreement as per RTPP Act and Rules.
21. The period within which the contract agreement is to be executed and performance security is to be submitted is 7 days from the date of issue of letter of acceptance/work order.
22. The Designation and Address of Vice-Chancellor,
First Appellate Authority *Dr. Bhimrao Ambedkar Law University, Jaipur.*

I/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) : _____
Workshop Address (With pin code) : _____

Telephone Nos. : _____
Office : _____
Residence : _____
Workshop : _____
Fax (with STD Code) : _____
E-Mail. ID : _____
Mobile : _____
Statutory Details : _____
GST Number : _____
Income Tax PAN : _____
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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Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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
B.S.	Bid Security
COE	Controller of Examination
GAD	General Administrative Department
PURCHASER	Dr. Bhimrao Ambedkar Law University, Jaipur
PROCURING ENTITY	Dr. Bhimrao Ambedkar Law University, Jaipur
RFP	Request for Proposal /Tender Document/ BID
SUPPLIER	The bidder who will be finally selected and, in whose name, the work order will be released.
Exam Section	An office of Controller of Examination/Deputy / Assistant Registrar (Examination) in the ALU.
Secrecy Section	An office of Examination Cell Headed by the Controller of Examination / Deputy / Assistant Registrar(Secrecy) in the ALU.
NIB	Notice Inviting Bid
PSD	Performance Security Deposit


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



Subject: Notice inviting Tender Document for “Hiring of Services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at Dr. Bhimrao Ambedkar Law University, Jaipur HQs at Jaipur after completion of Day wise University Examinations”

General Terms & Conditions

The bidders must note the following points carefully before submission of the bid.

Note : Time and secrecy is the essence of this tender.

1. **Parties:** - The parties to the contract are the contractor (the tenderer) to whom the work has been awarded) and the Registrar, Dr. Bhimrao Ambedkar Law University, Jaipur.
2. **Addresses:-** For all purpose of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with Acknowledgement Due to the Dr. Bhimrao Ambedkar Law University, Jaipur. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.
3. The envelopes containing the bid must be Marked “**BID FOR Hiring of Services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of Day wise University Examinations.**”.
4. Technical Bid and Financial Bid should be submitted separately in prescribed annexure on-line on the website as mentioned in NIB within scheduled date & time.
5. Financial bids of only those bidders who qualify the technical bid shall be opened on the date mentioned in the NIB.
6. The University reserves the right to reject or accept any bid or part without assigning any reason thereof.
7. Bidders are required to read the document carefully before filling bids electronically. At the time of submission, every page duly numbered must be sealed and signed by the authorized signatory. Bid must be submitted electronically as well as hard copy. The tender document may be downloaded or seen on the web site mentioned herein above NIB.
8. Any information provided in support of the bids must be properly annexed, numbered and duly signed. No page should be removed/ detached from this Tender Document.
9. Any ambiguous conditions quoted in the application may lead to summarily rejection of the Bid.
10. Bids shall be valid for 90 days from the date of opening of technical bid.
11. To participate in online bidding process, bidders must procure a Digital Signature Certificate (DSC Type III) as per information technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.



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12. Interested bidders are required to get Digital Signature Certificate & pass-word under IT Act 2000 to sign & submit their offer online on the website www.eproc.rajasthan.gov.in on or before the scheduled dates mentioned in NIB.
13. The Technical Bid & Financial Bid must be sealed in separate envelopes. On both the envelopes the same may be mentioned clearly & both these envelopes shall be sealed in a separate envelope with address to ALU, JAIPUR.
14. Bid Security Money (B.S.): - A Demand Draft/bankers cheque for Rs. 40,000/- (Rupees Forty thousand only) only in the name of **Dr. Bhimrao Ambedkar Law University, Jaipur** payable at Jaipur must be enclosed along with technical bid as bid security, without which no tender shall be considered.
15. D.D. of tender fee of Rs. 1000/- (Rupees One Thousand only) must also be enclosed with Bid in the name as mentioned in sr. no. 12 above. For RISL fee, DD of Rs. 500/- in favour of MD, RISL, Jaipur payable at Jaipur must be enclosed with Bid.
16. University will provide details about the time schedule for examination, list of examination Centres, registered numbers of students in each subject etc.
17. Examination Centres are normally from amongst the affiliated colleges of ALU, JAIPUR, the list of which shall be provided to Bidder. All the Centres are situated in Rajasthan State. Kms. of cities shall be considered as per Kms. fixed for road travels by the Government. Colleges/Exam Centres situated of any place in the city shall not be considered for calculation of Kms.
18. Packets of Answer Books and other confidential materials have to be collected from the examination centres within 5 Hrs of the completion of examination on particular day, if examination shift ends latest by 3.00 pm. Otherwise, it will be collected on immediate next working day and have to be delivered within 24, 48, 72 hrs. and 96 hrs. of Jaipur, places within 250 Kms. from Jaipur and places more than 250 Kms. and upto 500 Kms. from Jaipur and places more than 500 Kms. from Jaipur headquarters respectively at the ALU, Jaipur. Kilometres of Cities shall be considered as per kms. fixed for road travels by the Govt.
19. The Bidder has to ensure the safe, secure transportation of answer books packets and other material in sealed condition to the University in all weather conditions. Vehicles which will be used for picking the material must be properly secured & covered from all sides of Iron sheet Box type for maintaining security and confidentiality.
20. University consignment handled by the Bidder is of highly confidential nature and is not subjected to any inspection by any authority other than University official authorized for the purpose by the COE only. The authorization will be provided by COE, ALU.
21. Before receiving the packets from the Centres, the Bidder has to ensure that the answer books of different subjects are packed separately by the Examination Centres and forms (as specified by Controller of Examination Office) are properly filled and pasted on each packet, before handing over to Bidder.
22. The packet pickers have to be provided proper photo identity cards by the firm & the detail will have to be submitted in Exam office, ALU, JAIPUR and their credentials are to be established by agency before assigning confidential task and shared with ALU.
23. Vehicle should have proper registration, fitness etc. with R.T.O. & insurance with authorized agency. The driver must have proper & valid driving License of proper category.



24. In any case of any dispute/ interpretation of rules / terms & conditions etc the matter shall be placed before Hon`ble Vice Chancellor, ALU, Jaipur for final decision and shall be binding for both the parties.
25. Any legal proceeding, if necessary, arises to *institute* may by any of the parties shall have to be lodged in courts situated in Jaipur and not elsewhere.
26. In case of natural calamity/ situation beyond control of the Bidder, the extension may be granted for the delayed period (as mentioned in sr. no. 17) with or without compensation, which shall be decided by the University taking into account the gravity of situation. i.e., on merit.
27. Insurance: The material will be delivered at the destination (in ALU, Jaipur) in perfect condition. The Bidder has to get the material insured against loss by the destructions or damage, fire, flood under exposure to weather or otherwise (war, rebellions, riot etc.). The insurance charges will be borne by the Bidder and the university will not be required to pay such charges. The insurance should invariably be with Govt. Insurance Company of India or its subsidiaries.
28.
 - i. Minimum annual average turnover of the bidder in the last 3 financial year should not below Rs. 20 Lacs for the similar work for which Balance Sheet duly verified by Chartered Accountant, Certificate issued by the C.A. and copy of Annual Return filed in tax Department must be enclosed with the technical bid failing which the tender will be summarily rejected.
 - ii. Bidder should have atleast 5 years' continuous experience immediate preceding to 2021-22 of similar nature of most confidential work done for Chartered Accountant Institute of India (C.A. Institute) / Central or State Government Universities/ Government Education Boards costing Rs. 15.00 lacs for single work or 2 works worth Rs. 10.00 lacs each must have completed satisfactorily during last three years. (Copy issued by the competent authority shall be enclosed). Above work done in piece-meal for different parties shall not be considered.
29. The bidders who are found responsive in technical bid shall be informed separately for opening of financial bid.
30. All other terms & conditions shall be applicable as laid down in RTPP Act 2012 and Rules 2013.
31. Performance security @2.5% of order value shall have to be deposited by the successful bidder along with agreement in accordance with the instructions given in work order.
32. Additional Performance Security Rule 75 (A) of RTPP Rule 2013- The additional Performance Security as per Rule 75 (A) provided in RTPP Rule 2013 shall also be taken form the successful bidder in case of unbalanced Bid.
33. The bidder should provide carrier vehicles which are covered and can be locked for safe transportation of answer books.
34. Bidder should have atleast 5 number of Box type covered vehicles & man power in respect to fulfilment of general terms & conditions number 17 and 18 of Bid document.
35. **Payment:** Payment shall be released after completion of work. Successful bidder can raise class wise Bill after completion of class wise examination in duplicate copy for payment. Partial completion of work claims will not be accepted. While raising bill, successful bidder must provide the weighing slip/ certificate of two different Dharamkanta for empty vehicle as well as loaded vehicle for every delivery of material/ trip. Vehicle number must be mentioned on each slip/ certificate. Payment shall be made on the basis of lowest weighing



slip/ certificate. While weighing of empty vehicle as well as loaded vehicle, it must be done in presence of duly authorised official of the ALU. Authorised official should verify on each weighing slip/ certificate. Detailed list of answer books packets and other confidential material collected from each examination centre must be attached with Bill. At the time of claiming of Bill, bidder must submit a declaration on letter head of the firm that the insurance of goods as per point no. 27 were made by the firm (No need to submit insurance papers and premium receipts).

36. Risk & Cost Clause:-

Competent Authority of ALU, JAIPUR without prejudice to his right against the bidder in respect of any delay or inferior performance of otherwise or claims for delay in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise, by notice in writing absolutely determined the contract in any of the cases.

- i. If bidder having been given by the ALU, JAIPUR, a notice in writing to rectify, or otherwise that the work being performed is inefficient or otherwise implemented in improper manner, shall omit to comply with the requirement of such notice within a period of 07 days or for prescribed time, thereafter if the bidder shall delay or suspended the execution of the work so that either in the judgment of the ALU, JAIPUR, he will be unable to perform the work by the satisfaction of ALU, JAIPUR or has already failed to complete the work by the time.
- ii. If the bidder commits breach of the terms & conditions the contract.
- iii. When the bidder has made himself liable for action under any of the cases aforesaid, the ALU, JAIPUR, shall exercise power:-
 - (a) To determine or rescind the contract, as aforesaid, upon such determination or rescission, the bid security, Performance security shall be liable to be forfeited and shall be absolutely at the disposal of ALU, JAIPUR.
 - (b) To get the work done through other service provider and in such case any expenses which may be incurred in excess, of the sum which would have been paid to the original bidder, if the whole work had been executed by him of the amount of which excess, the decision of the ALU, JAIPUR shall be final and conclusive and shall be borne and paid by the original bidder that may be deducted from any money due to him by the ALU, JAIPUR or from his bid security, Performance security. However, the original bidder shall have no claim to compensation for any loss sustained by him or reason for having purchased or procured any material, equipment's or entered into any engagements or made advances on account of execution/performance of contract.

**Signature & Name of the
Bidder with date & seal**

UNDERTAKING

I/We agree to abide by all the Terms and Conditions mentioned in the Bid documents and all the pages have been signed in token of acceptance of the same.

Date:

Place:

Seal & Signature of Bidder


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SCOPE OF WORK/COLLECTION POINTS OF MATERIAL

(Tentative places of Examination Centres from where answer books have to be collected)

S.No.	CITIES	ESTIMATED NO. OF EXAM. CENTRES
1	AJMER	2
2	ALWAR	2
3	BANSWARA	1
4	BEHROR	1
5	BHARATPUR	1
6	BHILAWARA	1
7	BHINMAL	1
8	BIKANER	3
9	BUNDI	1
10	CHIRAWA	1
11	CHITTORGARH	1
12	CHOMU	3
13	CHURU	1
14	DAUSA	1
15	DHOLPUR	2
16	DIDWANA	1
17	HANUMANGARH	1
18	JAIPUR	10
19	JALORE	1
20	JHALAWAR	1
21	JHUNJHUNU	1
22	JODHPUR	1
23	KISHANGARHBAS(ALWAR)	1
24	KOTA	2
25	KOTPUTALI	3
26	MAKRANA	1
27	NAGAUR	1
28	NATHDWARA	2
29	NOHAR	1
30	PALI	2
31	SAWAI MADHOPUR	1
32	SIKAR	2
33	SIROHI	1
34	SRIGANGANAGAR	4
35	TONK	1
36	UDAIPUR	2
37	AJMER	2

This list is tentative and likely to change in future.

REGISTRAR


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



ELIGIBILITY CRITERIA

1. Bidder should have atleast 5 years' continuous experience immediate preceding to 2021-22 of similar nature of most confidential work done for Chartered Accountant Institute of India (C.A. Institute) / Central or State Government Universities/ Government Education Boards costing Rs. 15.00 lacs for single work or 2 works worth Rs. 10.00 lacs each must have completed satisfactorily during last three years. (Copy issued by the competent authority shall be enclosed). Above work done in piece-meal for different parties shall not be considered.
2. Minimum annual average turnover of the bidder in the last 3 financial years should not below Rs. 20.00 Lacs for the similar work. Enclose certified copy of Profit & Loss a/c and Balance Sheet and C.A. certificate should also be attached for last three financial years from financial year 2018-19 to 2020-21 with the technical bid failing which the tender will be summarily rejected.
3. Bidder should have atleast 5 number of Iron sheet Box type covered vehicles & man power (own/engaged) in respect to fulfilment of general terms & conditions number 17, 18, 31 & 32 of Bid document. (Yes/No)
4. Bidder should have minimum net worth Rs. 30.00 lakh in financial year 2020-21 (Enclose C.A. audit report). The firm will have to start the allotted work within 5 days from the date of issue of work order or as per schedule given by COE, ALU.
5. Location of the main office or sub office of the Bidder must be in Rajasthan.
6. There should be a system ensuring total security/confidentiality.
7. No information regarding executing of ALU most confidential work etc. is to be transmitted on to anyone else in any form.
8. The rates quoted per kilogram of packet of answer books and other confidential material by the firm shall be exclusive of all taxes, GST etc.
9. The rates per kilogram of packet of answer books and other confidential material quoted by the firm for execution of work shall be the basis of deciding the E- Bid.
10. Bidder shall give declaration on Rs. 50/- stamp paper in the prescribed format stating that the printer is not black listed or no inquiry/case(s) are pending against Bidder and him, constituted/filed by Government of Rajasthan or any other State Govt./Central Govt. etc. or Central/State Government Universities/Central/State School Examination Boards or by the Court of Law.
11. Bidder should meet all the above qualification criteria by itself. Joint venture with other Companies, Bidders, partners or sub-contracting of job shall not be eligible for opening of their financial bid.
12. Bidder satisfying above criteria in the primary scrutiny will only be (eligible for opening of their financial bid.) considered.
13. University reserves the right to disqualify the Bid and no need to provide reason on that.
14. If lowest rates are quoted by more than one bidder in Financial Bid than L1 shall be decided on the basis of higher experience and number of works done as per condition no. 1 of eligibility criteria. Decision of the University will be final in this regard.
15. Additional Performance Security Rule 75 (A) of RTPP Rule 2013- The additional Performance Security as per Rule 75 (A) provided in RTPP Rule 2013 shall also be taken from the successful bidder in case of unbalanced Bid.

REGISTRAR


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



GENERAL TERMS AND CONDITIONS
OF TENDER AND CONTRACT FOR OPEN TENDER

(See Rule 68, GF& AR, Govt. of Rajasthan)

Note: Bidders should read these conditions carefully and comply strictly while sending their tenders

1. "Tenders by bona-fide dealers":—Tenders shall be given only by bona-fide dealers in the services. They shall, therefore, furnish a declaration in prescribed Proforma-A & B.
2. (i) Any change in the constitution of the firm, etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
(ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. GST Registration Number should be quoted and copy of the same be submitted, without which the tender is liable to rejection.
5. Rate shall be filled both in words and figures. There should not be errors and/or over-writings. Corrections if any should be made clearly and initialled with dates. The rates should mention element of the GST and other statutory Tax etc. separately.
6. **Validity:**—Tenders shall be valid for a period of 90 Days from the date of opening of Technical Bid.
7. The approved Service Provider shall be deemed to have carefully examined the conditions, specifications, etc., of the services to be provided. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the bid, refer the same to the ALU and get clarifications.
8. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
9. The contract for the supply/services can be repudiated at any time by the Purchase Officer, if the supplies/ services are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.
10. Direct or indirect canvassing on the part of the Bidder or his representative will be a disqualification.
11. **Bid Security (B.S.):**-
 - (a) Bidders have to submit bid Security @ 2% of the estimated cost of the Bid through Demand Draft/Bankers Cheques physically in favour of "Dr. Bhimrao Ambedkar Law University, Jaipur" (Payable at Jaipur) before opening of Technical Bid without which tenders will not be considered.
 - (b) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of bid security.
 - (c) The Bid Security/Performance security lying with the Department/ office in respect of other tenders awaiting approval or rejection or on account of contracts being completed will not be adjusted towards Bid Security/ Performance Security for the fresh tenders. The Bid Security may however, be taken into consideration in case tenders are re-invited.



12. **Refund of Bid Security (B.S.):**- The Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of tender following RTPP Rules, 2013.
13. **Forfeiture of Bid Security (B.S.):**- The Bid Security will be forfeited in the following cases, following the provisions of RTPP Rules 2013:
- When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender, if not permitted.
 - When bidder does not execute the agreement in prescribed format within the specified period & time.
 - When the bidder does not deposit the BS after the supply order is given.
 - When he fails to commence the services/work as per work order within the time prescribed.
14. **Agreement and Performance security (P.S.):**-
- Successful Bidder will have to execute an agreement in the Form SR- 17 on Rs. 1000/- non judicial stamp paper and deposit Performance Security equal to 2.5% of the value of the contract for which tenders are accepted within 15 days from the date of dispatch on which the acceptance of the tender is communicated to him.
 - The B.S. deposited at the time of tender will be adjusted towards P.S. and the P.S. amount shall in no case be less than Bid Security money.
 - No interest will be paid by the department on the security money deposits.
 - The forms of P.S. shall be as below:
 - Bank Draft/Bankers Cheque.
 - Bank Guarantee from any of scheduled bank in prescribed format. University will take verification form issuing Bank directly.
 - The P.S. shall be refunded as per RTPP Rule on satisfactory completion report of the same and after satisfied that there are no dues outstanding against the Bidder.
15. **Additional Performance Security Rule 75 (A) of RTPP Rule 2013-** The additional Performance Security as per Rule 75 (A) provided in RTPP Rule 2013 shall also be taken form the successful bidder in case of unbalanced Bid.
16. **Forfeiture of Performance Security (P.S.):**- Security amount in full or part may be forfeited in the following cases
- When any terms and conditions of the contract is breached.
 - When the Bidder fails to provide services or execute work satisfactorily.
 - Notice of reasonable time will be given in case of forfeiture of P.S. The decision of the ALU in this regard shall be final.
17. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange providing services within the period on receipt of the order from the Purchase Officer.
18. **Recoveries:** - Recoveries of liquidated damages, risk & cost, shall ordinary be made from bills. Amount may also be withheld to the extent of L.D./risk & cost and in case of failure in satisfactory completion of the work assigned, an amount of risk & cost along with amount of liquidated damages shall be recovered from his dues and P.S. available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.



DR. BHIMRAO AMBEDKAR LAW UNIVERSITY, JAIPUR

(A State Funded University of Rajasthan)

“RUSA BHAWAN”, Shiksha Sankul, JLN Marg, Jaipur - 302015

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19. If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the ALU.
20. The ALU reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of works to more than one bidder.
21. The Bidder shall furnish the following documents at the time of execution of agreement: -
 - i. Attested copy of partnership Deed in case of Partnership Firms.
 - ii. Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
 - iii. Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - iv. Registration issued by Registrar of Companies in case of Company.
22. If any dispute arises out of the contract with regard to the interpretation meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department (HVC) who will appoint his senior most deputy as the sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
23. All legal proceeding, if necessary, arise to institute may by any of the parties (Dr. Bhimrao Ambedkar Law University or Contractor) shall have to be lodged in courts situated in Jaipur, Rajasthan and not elsewhere.
24. All other/remaining general terms & conditions shall apply as laid down in Rajasthan Transparency in Public Procurement Act 2012 & Rule-2013.
25. Items shown in BOQ are approximate only which may increase or decrease as per actual requirements i.e. as per actual number of students appeared in respective exams.

Date:

Signature of bidder

Place :

Designation with Seal

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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Proforma- A

**Affidavit cum Declaration (Duly Notarised)
(To be submitted on Rs. 100/- Stamp Paper)**

I Designation..... do hereby declare that the Bidder..... is a Bona-fide Service Provider and not black listed and no enquiries/cases are pending against us by Government of Rajasthan or any other State Govt./Central Govt. etc. or Central/State Government Universities/Central/State School Examination Boards or by the Court of Law, since inception of the Bidder/Company. I further undertake that if above declaration proves to be wrong/incorrect or misleading, our Bid/contract stands to be cancelled/terminated and University may initiate legal action as per law against the Bidder and authorised person of the Bidder.

Date :

Place :

Seal & Signature of Bidder

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



SELF-DECLARATION
(Declaration by Bidder regarding Qualifications)
{To be filled by the Bidder}
Declaration by Bidder

I/We relation to my/our bid submitted for subject conforming to THE TERMS and Conditions of Bid Document in response to the Notification No. dated as an Owner/Partner/Director/Auth. Signatory of I/We hereby declare that: -

- a) I/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.
- b) 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.
- c) 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 its business activities suspend and not the subject of legal proceedings for any of the foregoing reasons.
- d) I/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.
- e) I/We do not have a conflict of interest as specified in any Act, Rules and this bidding document which materially affects the fair competition.
- f) I/We are having unblemished record and is not declared ineligible for corrupt & Fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/UT.
- g) I/We do not have any previous transgressions with any entity in India or any other country during the last three years.
- h) I/We do not have any debarment by any other Procuring Entity.
- i) I/We have complied and shall continue to comply with Code of Integrity as specified in Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.
- j) I/We have not modified, changed etc. any word/line/para/text/ mentioned in the Bid downloaded from website(s) /received to us, 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.
- k) I/We have submitted only one Bid.
- l) I/We shall not sublet the contract if awarded to us.
- m) I/We also hereby declare that in no case the information collected in shall not go/be published in public domain otherwise it would be treated under the clause of breach of confidentiality and necessary action shall be taken by the PE against 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 thereto prescribed by GoR, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Date :
Place :

Seal & Signature of the Bidder



AGREEMENT

(on Rs. 1000/- non judicial stamp paper)

1. An agreement has been made this.....day of between(herein after called “the approved Service Provider”, which expression shall, where the context so admits, be deemed to include heirs, successors, executors and administrators) of the one part and the Dr. Bhimrao Ambedkar Law University (herein after called the “ALU” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Service Provider has agreed with the ALU to provide services to the ALU, Jaipur, at its head office as well as branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column.....of the set schedule.
3. And whereas the approved Service Provider has deposited a sum of Rs.....in.....
 - a. Bank Draft/Banker Cheque no.....dated.....
 - b. Bank guarantee of any of the scheduled banks in the prescribed format.
4. Now these presents witness:
 - a. In consideration of the Payment to be made by the ALU through.....at the rates set forth in the schedule hereto appended approved Service Provider will duly perform the said services set forth inandthereof in the manner set forth in the conditions of the bid and contract.
 - b. The conditions of the bid and contract for open tender enclosed to the tender notice number.....dated.....and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - c. Letter nos.....received from the bidder and letters nos.....received by the ALU and appended to this agreement shall also form part of this agreement.
 - d.
 - i. The ALU do hereby agree that if the approved Service Provider shall duly perform the said services in the manner aforesaid observe and keep the said terms and conditions, the ALU will through.....pay or cause to be paid, to the approved Service Provider at the time and the manner set forth in the said conditions, the amount payable for the work.
 - ii. The mode of payment will be as specified below:
 - NEFT/ RTGS/ DD/ CHEQUE/ ANY MODE DECIDED BY ALU.
5. The delivery shall be affected and completed within the period noted in point no 16 of General Terms and Conditions of Bid Document.

M.D.



DR. BHIMRAO AMBEDKAR LAW UNIVERSITY, JAIPUR

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6.

1. In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentage of value of stores which the tenderer has failed to supply :-

- | | |
|--|------|
| (a) Delay upto one fourth period of the prescribed delivery period. | 2½ % |
| (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. | 5% |
| (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. | 7½ % |
| (d) Delay exceeding three fourth of the prescribed delivery period. | 10% |

Note :-

- I. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - II. The maximum amount of agreed liquidated damages shall be 10%.
 - III. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
2. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrance beyond the control of the tenderer.
 3. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the HVC, ALU and the decision of the HVC, ALU shall be final and binding for both the parties.
 4. For all legal disputes the jurisdiction shall be Jaipur only.
 5. Bid document and it's all terms and conditions, Work order issued by the university will be part of this agreement.

In witness whereof the parties hereto have set their hands on theday of.....202.....

Signature of the approved

Signature for and on behalf of ALU

Service Provider

Designation

Date:

Date:

Witness No 1

1. Witness

Witness No 2

2. Witness


Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. Number	Description of requirement	Yes/No	Enclosed See Page Number
1	The Firm is registered Authority	Yes/No	
2	Partnership deed, if applicable	Yes/No	
3	Number of collection and delivery vehicles. Details of Registration Certificates (R.C.) of atleast 5 Iron sheet Box type covered vehicles for carrying commercial goods. Attach copies of R.C. of owned vehicles. .	Yes/No	
4	Working experience giving details of those Customers/ Organizations for whom they have done work of this nature Providing Services for Collection of written Answer Books from the Examination Centres and delivery at prescribed premises in last 3 years with certificates from the organization in support of the same. Attach work orders and satisfactory work completion certificates.	Separate list may be attached	
5	Submit a declaration that firm is having sufficient number of office and collection and delivery staff for execution of work. Attach Declaration certificate on letter head duly sealed and signed by competent authority.	Separate list may be attached	
6	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.		
7	The firm should submit a declaration that Driver staff are having valid commercial licence for driving commercial vehicles. Attach Declaration certificate on letter head duly sealed and signed by competent authority.	Separate list may be attached	
8	Numbers of skilled men power to be deployed by the agency	Separate list may be attached	
9	Technical Bid completed	Yes/No	
10	Financial Bid completed	Yes/No	
11	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 tender document.	Yes/No	

Declaration by the Tenderer:

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

(Signature of Tenderer with seal)

Name:

Place :

Seal :

Date :

Office Address :

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Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



TECHNICAL BID

(See clause 4 & 5 of Annexure-I of Bid document)

- I. **NIB No. ALU-EXAM/02/2021-22**
- II. **Name of Work: - Hiring of Services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of Day wise University Examinations.**

The bidder should provide the following particulars along with relevant supporting documentation:

1. Name of the bidder/firm
.....
.....
2. Mailing/ Postal address of bidder/ firm in India
.....
.....
3. Telephone, Fax number and mobile, E-mail address of bidder
.....
.....
4. PAN No. (Copy shall be attached)
.....
5. GST Regn. No. (Copy shall be attached)
.....
6. Name and designation of the person authorized to make commitments to Dr. Bhimrao Ambedkar Law University, Jaipur (ALU, JAIPUR)
.....
.....
7. Bidder should have atleast 5 years' continuous experience immediate preceding to 2021-22 of similar nature of most confidential work done for Chartered Accountant Institute of India (C.A. Institute) / Central or State Government Universities/ Government Education Boards costing Rs. 15.00 lacs for single work or 2 works worth Rs. 10.00 lacs each must have completed satisfactorily during last three years. (Copy issued by the competent authority shall be enclosed). Above work done in piece-meal for different parties shall not be considered. (Copy issued by the competent authority shall be enclosed).
8. Minimum annual average turnover of the bidder in the last 3 financial year should not below Rs. 20.00 Lacs for the similar work for which balance sheet duly verified by chartered Accountant must be enclosed with the technical bid failing which the tender will be summarily rejected.
9. Bidder should have atleast 5 number of Iron sheet Box type covered vehicles in the name of Bidder or its Proprietor & man power (own/engaged) in respect to fulfilment of general terms & conditions number 31 & 32 of Bid document. (Yes/No)

ML

Registrar

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10.

Job	Specification	Enclosure No. and Page Number
10.1	Details of past experience giving details of those Customers/ Organizations for whom they have done work of this nature Providing Services for Collection of written Answer Books from the Examination Centres and delivery at prescribed premises in last 5 years with certificates from the organization in support of the same. Attach work orders and satisfactory work completion certificates.	
10.2	The firm should submit a declaration that firm is having sufficient number of office and collection and delivery staff for execution of work. Attach Declaration certificate on letter head duly sealed and signed by competent authority.	
10.3	The firm should submit a declaration that Driver staff are having valid commercial licence for driving commercial vehicles. Attach Declaration certificate on letter head duly sealed and signed by competent authority.	
10.4	The firm should supply information in details about their collection and delivery vehicles. Details of Registration Certificates (R.C.) of atleast 5 Iron sheet Box type covered vehicles for carrying commercial goods. Attach copies of R.C. of owned vehicles.	
10.5	Is the office owned / leased / rented	

Enclosures:-

1) D.D. against Bid Security, Tender fee & RISL fee:-

Sr. No.	Fee	DD No.	Date	Amount	Name of Bank	Remarks
A	Tender Fee					Scanned Copies of DDs must be attached
B	Bid Security					
C	RISL Processing Fee					

- 2) Experience Certificate
- 3) CA Audit Report / balance sheet
- 4) Annexure A TO G duly signed by the bidder
- 5) Copy of PAN Card & GST registration

Date:-

Place:-

**Name & Signature of
Tenderer with date & seal**

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Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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III. Verification:

1. We confirm that we shall abide by all the terms and conditions contained in the application for pre-qualification.
2. All the details mentioned above are true and correct and if the ALU, JAIPUR observes any misrepresentation of facts on any matter at any stage ALU, JAIPUR has the right to reject the proposal and disqualify us from the process.
3. We shall be obliged to enter a confidentiality agreement with COE for secrecy.
4. We have enclosed copies of all the relevant documents as mentioned below:-
 - (i) PAN CARD
 - (ii) GSTN Registration
 - (iii) Experience Certificate
 - (iv) Balance Sheet and C.A. Certificate
 - (v) Bid Security/Tender fee
 - (vi) Annexure A TO G

Date:-

Place:-

**Name & Signature of Tenderer
with date & seal**

ML

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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ANNEXURE -VI

1. NIB No. ALU-EXAM/02/2021-22
2. Name of Work: - Hiring of Services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of Day wise University Examinations.

Name of Tenderer :-
Address :-
Tel./Mobile No. :-

Financial Bid

S. No.	Particulars of work-	Rate Per Kilogram (in Rs.)	
		In figures	In words
1.	For Hiring of Services for Collection of packets of written Answer Books and other related most confidential documents from assigned Examination Centres spread across the state of Rajasthan and delivery at ALU, JAIPUR HQs at Jaipur after completion of Day wise University Examinations.		
2.	GST and Other Taxes, if any (Such as statutory taxes)		
3.	Grand Total (Rs.)		

NOTE:-

1. Quoted Rates shall be inclusive of all charges i.e., Collection from Examination Centres, loading, unloading, toll tax, insurance of goods/ vehicles etc. However, GST/ any other applicable tax shall be quoted separately, if any.

Place:
Date:

Name & Signature of the
Tenderer with Seal

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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
- 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
Designation with Seal

Place :



**Declaration by the Bidder regarding Qualifications
Declaration by the Bidder**

Declaration to my/our Bid submitted to _____ for procurement ofin response to the Bid Notification for Confidential Printing No. F.5(1)/SECY/ALU/2021-22/..... 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
Designation with Seal

Place :

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



Annexure-C

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:

1. 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) 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.
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 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 :

Signature of bidder
Designation with Seal



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:

Signature of bidder
Designation with Seal

Place :



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% percent of the Contract Price 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 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:

Signature of bidder
Designation with Seal

Place :

ML

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



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

To,

REGISTRAR,
Dr. Bhimrao Ambedkar Law University
Jaipur.

CERTIFICATE

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

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

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

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

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

Thanking you,

Date:

Signature of bidder
Designation with Seal

Place :

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur



SELF-DECLARATION

(Declaration by Bidder regarding Qualifications)

{to be filled by the bidder}

Date:-

To,

REGISTRAR,
Bhimrao Ambedkar Law University
Jaipur.

Declaration by Bidder

In relation to my/our bid submitted for subject matter conforming to standards/guidelines/T&C of Bid Document in response to the Notification 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 RTPP Act, RTPP 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;



DR. BHIMRAO AMBEDKAR LAW UNIVERSITY, JAIPUR

(A State Funded University of Rajasthan)

“RUSA BHAWAN”, Shiksha Sankul, JLN Marg, Jaipur - 302015

Ph. No. 0141-2941442

Email: registrar@alujaipur.ac.in

www.alujaipur.ac.in

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:

Signature of bidder
Designation with Seal

Place :

Registrar
Dr. Bhimrao Ambedkar Law University
Shiksha Sankul, Jaipur