



राजस्थान विश्वविद्यालय, जयपुर

क्रमांक : एफ-9/सा.प्र./ई-प्रोक्योरमेंट सैल/2024/27459

दिनांक 27-1-24

निविदा की संक्षिप्त सूचना

राजस्थान विश्वविद्यालय में कचरा उठाने के लिये एजेन्सी की सेवाएँ लेने हेतु ऑफलाइन खुली निविदायें आमंत्रित की जाती हैं। अतः इच्छुक फर्म/कम्पनी/निविदादाता निविदा प्रपत्र एवं शर्तों का विवरण <http://sppp.rajasthan.gov.in> एवं www.uniraj.ac.in पर देख व डाउनलोड कर सकते हैं तथा दिनांक 05.02.2024 को अपराह्न 01:30 बजे तक रा.वि.वि. स्थित सामान्य प्रशासन स्टोर अनुभाग में जमा करा सकते हैं।

UBN No. LIRA232455.a.000178 dated 27-01-2024



कुलसचिव
राजस्थान विश्वविद्यालय, जयपुर

University of Rajasthan, Jaipur
Jawahar Lal Nehru marg, Jaipur-302004

Ph.: 0141-2706813/0141-2710978

E-Mail: www.uniraj.ac.in



URA2324SSOP00178 Dtd 27/01/2024
NIB NO. : dated

OPEN BID DOCUMENT FOR

राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों
के बाहर प्रतिदिन एकत्रित कचरा उठाना एवं उसका परिसर के बाहर ले
जाकर उचित निस्तारण करने का कार्य

UNIVERSITY OF RAJASTHAN

Jawahar Lal Nehru Marg,

Jaipur-302004, Raj., India



BID DOCUMENT
(Rate Contract)

FOR

राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों के बाहर एकत्रित कचरा उठाना एवं उसका परिसर के बाहर ले जाकर उचित निस्तारण करने का कार्य

Bid Number	G.Ad./Eprocurement Cell/2024/ 27459 Dated - 27/1/24
Procuring Entity	Registrar, University of Rajasthan, Jaipur 302004
Estimated Cost of 3to 6 month	Rs. 6.00 Lakh
Date & time of start of Off-line submission of Bids	28.01.2024 at 01.00 PM
Last Date & Time of Off-line Submission of Technical and Financial Bids	05.02.2024 up to 01.30 PM
Last Date & Time for Receipt of Bid	05.02.2024 up to 02.00 PM
Date & Time of Opening of Off-Line Technical bid	05.02.2024 at 3.00 PM
Websites for downloading Bid Document, Corrigendum's Addendums etc.	www.uniraj.ac.in, www.sppp.raj.nic.in
Bid Validity	90 Days
Name of the Company/Firm:	
Name of Contact Person	
Address of Company/Firm for Correspondence:	
Office Telephone No.:	
Office Fax No.	
Office E-Mail Address:	

- Cost of Bid Documents:- Rs. 500/- (Five Hundred Only)
- The Bid for a three to six month Rate Contract.

राजस्थान विश्वविद्यालय, जयपुर

क्रमांक : एफ-9/सा.प्र./ई-प्रोक्योरमेंट सैल/2024/

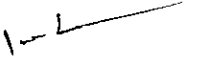
दिनांक

निविदा की संक्षिप्त सूचना

राजस्थान विश्वविद्यालय में कचरा उठाने के लिये एजेन्सी की सेवाएँ लेने हेतु ऑफलाइन खुली निविदायें आमंत्रित की जाती हैं। अतः इच्छुक फर्म/कम्पनी/निविदादाता निविदा प्रपत्र एवं शर्तों का विवरण <http://sppp.rajasthan.gov.in> एवं www.uniraj.ac.in पर देख व डाउनलोड कर सकते हैं तथा दिनांक 05.02.2024 को अपराह्न 01:30 बजे तक रा.वि.वि. स्थित सामान्य प्रशासन स्टोर अनुभाग में जमा करा सकते हैं।

UBN No. dated

कुलसचिव
राजस्थान विश्वविद्यालय, जयपुर



Check –List

क्र.स.	विवरण	पृष्ठ संख्या
1.	अखबारों में प्रकाशन हेतु निविदा का संक्षिप्त प्रारूप एवं बिड फॉर्म (Abridged form of NIB for publication in the newspapers & Bid Form)	03
2.	निविदा आमंत्रण सूचना (Notice inviting Bid (NIB) for uploading on websites)	05-06
3.	निविदा का आंकडा पत्रक	07
4.	खण्डन/त्याग घोषणा (Disclaimer)	08-09
5.	निविदादाता हेतु दिशा-निर्देश एवं पात्रता के मानदण्ड (Instructions to Bidders) (1TB)	10-11
6.	कार्य का विवरण	12
7.	वित्तीय निविदा का प्रारूप	13
8.	Declaration by Bidder (SR-11)	14
9.	अनुबन्ध के प्रारूप	15-16
10.	Annexure-A,B,C,D	17-22
11.	Authorisation of Bidders By Firm	23

**CHAPTER-1
NOTICE INVITING BID**

SCHEDULE OF BID

Notice Inviting Bids No. and Date	No. F-9/G.Ad./E-procurement Cell/ 2024/27459 Dated: 27/1/24
Name of the work	राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों के बाहर प्रतिदिन एकत्रित कचरा उठाना एवं उसका परिसर के बाहर ले जाकर उचित निस्तारण करने का कार्य
Cost of the Bid Document (Non-refundable)	500/- Only in favour of Registrar University of Rajasthan, Jaipur,
Place of Information about the work and Bid documents	GAD/E.pro. Cell Section in University of Rajasthan, Jaipur.
Last date & time for Offline submission of Bid Document Technical and Financial Bid and other Related Documents	05.02.2024 up to 01.30 PM
Bid Opening Date, Time & Venue	05.02.2024 at 3.00 PM in HRDC Hall V.C. Secretariat, University of Rajasthan, Jaipur.
Websites for downloading Tender Document, Corrigendum's Addendums etc.	www.uniraj.ac.in, www.sppp.raj.nic.in
Bid Validity	90 Days

Note:-

- (1) Bidders are advised to study the Bid Documents, the Rajasthan Transparency in public proc. Act, 2012, and Rules 2013 carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Documents, Act & Rules with full understanding of its implication.
- (2) The procuring entity reserves the right to accept or reject any bid and to cancel the bidding Process and reject all bids without assigning any reason at any time prior to contract award without thereby incurring any liability to the bidders.
- (3) The University shall not be responsible for any delay in submission of the Bid/Documents.


Registrar
University of Rajasthan

CHAPTER-2

निविदा सूचना

(Notice Inviting Bid (NIB) for uploading on websites)

1. Single stage, two- part unconditional Bid bids are invited from eligible registered firms on behalf of the Registrar, University of Rajasthan, Jaipur providing Services of workers as below :-

(Amount in Rs.)

S. No.	Description of Services	Estimated cost (each unit)	Bid form fees	Bid Security
1	राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/ आवासों/छात्रावासों के बाहर प्रतिदिन एकत्रित कचरा उठाना एवं उसका परिसर के बाहर ले जाकर उचित निस्तारण करने का कार्य	Rs. 6.00 lakhs	500/-	12000/-

2. Important dates of Bidding process: -

S. No.	Date & time of start of sale of bid document	Last date and time for sale of bid document	Last date and time for receipt of bid	Date and time of bid opening (Technical Bid)
1.	28.01.2024 01.00 P.M.	05.02.2024 1.30 P.M.	05.02.2024 upto 2.00 PM	05.02.2024 from 3.00 P.M.

3. The bid is for a three to six months Rate contract.



राजस्थान विश्वविद्यालय, जयपुर

CHAPTER-3

राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों के बाहर प्रतिदिन एकत्रित कचरा उठाना एवं उसका परिसर के बाहर ले जाकर उचित निस्तारण करने का कार्य हेतु निविदा विवरण

ठेकेदार/फर्म का नाम	
पता	
फोन/मो.नं.	
अनुमानित निविदा राशि	6.00 लाख रुपये
फर्म/ठेकेदार को श्रम विभाग एवं जी.एस.टी. पंजियन जिसकी सत्यप्रतिलिपी कार्यालय में प्रस्तुत करनी होगी।	
कार्य अनुभव सरकारी/अर्द्धसरकारी संस्थाओं में किये गये सफाई/कचरा परिवहन/संबंधित कार्य का न्यूनतम एक वर्ष का अनुभव प्रमाण संलग्न करना अनिवार्य है।	
1. पैन कार्ड संख्या 2. आधार कार्ड संख्या 3. जी.एस.टी. नम्बर	

हस्ताक्षर

निविदादाता/ठेकेदार

नाम

पता

.....

अध्याय-2
खण्डन/त्याग घोषणा
(Disclaimer)

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Registrar, University of Rajasthan, Jaipur or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the Registrar, University of Rajasthan, Jaipur, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the Registrar, University of Rajasthan, Jaipur, Rajasthan.(hereinafter referred to as "Procuring Entity") or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as

information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.

The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder and information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.


Registrar
University of Rajasthan
Jaipur

CHAPTER-4
निविदा प्रपत्र एवं शर्तें

1. राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों के बाहर एकत्रित कचरा उठाना एवं उसका परिसर के बाहर ले जाकर उचित निस्तारण करने का कार्य इत्यादि हेतु आमंत्रित निविदा प्रपत्र।
2. निविदा निहित निविदा प्रपत्र में प्रस्तुत करनी होगी।
3. निविदा सूचना के अनुसार राजस्थान सरकार एवं वि.वि. की अधिकृत वैबसाइट क्रमशः www.uniraj.ac.in, www.sppp.rajasthan.gov.in राजस्थान विश्वविद्यालय पर प्रकाशित कर दी है।
4. निविदा प्रपत्र कार्यालय समय में सामान्य प्रशासन अनुभाग (स्टोर) में उपलब्ध होने के साथ-साथ उक्त वैबसाइटों पर भी उपलब्ध है।
5. निविदादाता से अपेक्षा कि वह निविदा जमा करवाने से पूर्व सम्पूर्ण निविदा प्रपत्र का भली-भांति अध्ययन कर ले तथा विश्वविद्यालय परिसर एवं संघटक महाविद्यालयों, छात्रावासों, आवासों इत्यादि सम्पूर्ण जगहों को निरीक्षण कर ले। इस संबंध में किसी भी प्रकार के स्पष्टीकरण हेतु निविदा सूचना में अंकित दिनांक तक कार्यालय समय में उप कुलसचिव, सा.प्र. से सम्पर्क किया जा सकता है। तथापि विश्वविद्यालय किसी प्रकार के लिखित स्पष्टीकरण हेतु बाध्य नहीं है।
6. निविदादाता पूर्ण रूप से भरी हुई निविदा मय समस्त वांछित प्रपत्रों के साथ पर निर्धारित अंतिम तिथि एवं समय में जमा करवाये। तथा निर्धारित समय के पश्चात् प्राप्त निविदाओं पर विचार नहीं किया जायेगा।
7. निविदादाता द्वारा निविदा के साथ अथवा उससे पूर्व निविदा शुल्क 500/- एवं बयाना राशि 12,000/- निहित रूप में जमा करानी अनिवार्य है जिसके बिना निविदा निरस्त समझी जायेगी। निविदादाता नियमानुसार निविदा में उसका उल्लेख करते हुये संबंधित प्रपत्रों की स्व-सत्यापित प्रतियां संलग्न की जानी चाहिये।
8. विश्वविद्यालय द्वारा प्राप्त निविदाओं को, निविदा सूचना में दर्शाये गए समय एवं दिनांक को उपापन समिति तथा उपस्थित निविदादाताओं के समक्ष खोला जायेगा। निविदादाताओं की वित्तीय निविदायें संबंधित फर्मों के उपस्थित प्रतिनिधियों के समक्ष खोली जायेगी इस हेतु दिनांक, समय एवं स्थान के लिये निविदादाताओं को पृथक से सूचित कर दिया जाएगा।
9. शेष शर्तें नियम राजस्थान लोक उपापन पारदर्शिता अधिनियम 2012 एवं 2013 के अनुसार स्वतः ही मान्य होंगे। संबंधित कार्य हेतु औजार तथा ट्रेक्टर ट्रौली अपने स्वयं के खर्च पर लाने होंगे। इसके लिये कोई शुल्क अलग से देय नहीं होगा।
10. सफाई के दौरान एकत्रित कचरा (गीला एवं सूखा), टहनियाँ व घासफूस/झाड़ियाँ निर्देशानुसार स्थानों पर एकत्रित कर बाहर ले जानी होंगी।
11. कुलसचिव, राजस्थान विश्वविद्यालय को किसी भी निविदा को, पूर्ण अथवा भाग को, स्वीकार अथवा निरस्त करने का पूर्ण अधिकार होगा। अस्वीकृत/निरस्त निविदाओं के निविदादाताओं से कोई विमर्श नहीं किया जायेगा।

12. ठेका अधिकतम 03 से 6 माह के लिये दिया जायेगा यदि उक्त अवधि में वृद्धि/कमी की जानी होगी तो सक्षम स्तर पर स्वीकृति के पश्चात ही निर्णय लिया जावेगा।
 13. ठेका दर युक्तियुक्त एवं बाजार दरों के अनुसार ही दिया जाना सम्भव होगा।
 14. श्रमिकों के सम्भावित दुर्घटना एवं किसी भी हानि के लिये ठेकेदार/फर्म स्वयं उत्तरदायी होंगे।
 15. निविदा प्रपत्र में बतायी गयी शर्तों के अतिरिक्त निविदादाता की कोई भी अन्य शर्त स्वीकार नहीं की जायेगी।
 16. निविदादाता को किसी प्रकार का अग्रिम भुगतान देय नहीं होगा।
 17. कार्य संतोषप्रद नहीं पाये जाने की स्थिति में विश्वविद्यालय प्रशासन के निर्णय अनुसार फर्म द्वारा प्रस्तुत बिल में से बिल की 10 प्रतिशत से 50 प्रतिशत तक जुर्माना राशि कटौती की जा सकेगी फर्म के कार्य से विश्वविद्यालय प्रशासन के संतुष्ट न होने की स्थिति में बकाया बिलों की राशि तथा जमा अमानत राशि जब्त करते हुये सवेदक का कार्यादेश निरस्त किया जा सकता है। ऐसी स्थिति में कार्य पुनः आवंटन करने पर अधिक भुगतान की राशि भी सवेदक से ही वसूली योग्य होगी। समस्त कार्मिकों को श्रम विभाग द्वारा निर्धारित न्यूनतम पारिश्रमिक का भुगतान करने का दायित्व सवेदक का होगा।
 18. न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधानों की अनुपालना का दायित्व संबंधित सवेदक का होगा तथा बाल श्रमिक कानूनों की पालना सवेदक को करना अनिवार्य है।
 19. सभी प्रकार के करों को जमा करवाने की जिम्मेदारी सवेदक की ही होगी।
 20. कार्य सम्पादन अवधि के दौरान कार्य संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई. करवाने/सामूहिक दुर्घटना बीमा कराने इत्यादित की जिम्मेदारी एवं दायित्व सवेदक का होगा, इसके लिए उपापन संस्था की कोई जिम्मेदारी नहीं होगी।
 21. सवेदक को 500/- रु. के नॉन ज्यूडिशियल स्टाम्प पेपर पर कार्यादेश के अनुसार विधिक करार करना होगा एवं नियमानुसार Performance Security जमा करानी होगी।
 22. समस्त दरें निर्धारित प्रफोर्मा (वित्त बिड) में अंकित करनी होगी।
- क्रम संख्या 1 से 22 तक से सभी शर्तें मुझे/हमें स्वीकार है।

हस्ताक्षर निविदाकार

पता

.....

मो./दूरभाष नं.

CHAPTER-5
SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS FOR CAMPUS
CLEANING AND OTHER RELETED WORK AS PER THE FINANCIAL BID OF
THE FOLLOWING ITEMS

SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS

S.No.	Name of Work
1.	राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों के बाहर प्रतिदिन एकत्रित होने वाले कचरे को उठाना एवं उसका परिसर के बाहर ले जाकर उचित निस्तारण करने का कार्य

Dated :

Signature of Firm/Company with Seal

Name :

Full Address:

Mobile No. :

1-2

CHAPTER-6
UNIVERSITY OF RAJASTHAN
Jawahar Lal Nehru Marg, Jaipur-302004, Raj., India
(Financial Bid Form)

- 1- Name of Bidder.....
- 2- Address.....
- 3- Telephone/ Mobile No.

Total Tentative No. of Technical Workers Through Agencies and Remuneration per month

S. No.	Nature of Work	Basic Amount in Rs.	GST Amount in Rs.	Net Amount in Rs. (including GST)
1.	राजस्थान विश्वविद्यालय परिसर/संघटक महाविद्यालयों/आवासों/छात्रावासों के बाहर एकत्रित कचरा प्रतिदिन उठाना एवं उसको परिसर के बाहर ले जाकर उचित निस्तारण करने के कार्य की मासिक दर			

(Amount in words :- Rupees)

Authorized Signatory
M/s.....
(With rubber seal)

Signature of bidder with seal

CHAPTER-7
Declaration by Bidder (S R-11)

Date: _____

NIB No.: _____

Alternative No., if applicable: _____

Declaration

I/We a legally constituted firm and represented by declare that I am/ we are * Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ bonafide dealers in the Goods and Related Services for which I/ We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be cancelled.

Signed: _____

Name: _____

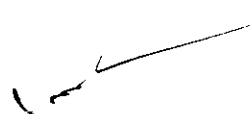
In the capacity of: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____ e-mail: _____

*Mention the capacity/status in which bidding is being done.



CHAPTER-8
AGREEMENT FORM

Agreement made this _____ day _____ of two thousand _____
_____ between _____

(hereinafter called the Firm/Company) of the one part and the Registrar, university of Rajasthan, Jaipur. (hereinafter called the University) of the other part.

WHEREAS the Firm/Company has tendered for **Service Rate Contract for disposal of waste material etc. 03 to 06 months to the University of Rajasthan, Jaipur.** (hereinafter called "The Tendering Authority") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Firm/Company has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of the Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows :

The Firm/Company has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____ which shall hold good during period of this agreement.

Upon breach by the Firm/Company of any of the conditions of the agreement the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the university of Rajasthan to claim damages for antecedent breaches thereof on the part of the Firm/Company and also to reasonable compensation for the loss occasioned by the failure of the Firm/Company to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive of the amount of such compensation payable by the Firm/Company to the University.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the Firm/Company but without interest and after deducting there from any such due by the Firm/Company to the University under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 06 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Firm/Company.

In witness whereof the said _____ hath set his hand hereto and the Tendering Authority has on behalf of the University of Rajasthan affixed his hand and seal thereto the day and year first above written.

The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to obtain services from else other organization after giving due notice to the Bidder on the amount and at the risk of the Bidder without cancelling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the Firm/Company shall be liable for any losses, which the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

In addition to the recourse available in the bidding documents or the contract, the bidding process shall also be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under. All terms and conditions of the bid shall be an integral part of the contract.

**Registrar, University of Rajasthan, Jaipur
on behalf of the University of Rajasthan, Jaipur**

FIRM/COMPANY

Witness :1.

Witness : 2.



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

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward 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
- (h) disclose any previous transgressions 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 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 all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/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:
Place:

Signature of bidder
Name :
Designation:
Address:

Doc1

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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 thereunder, 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 the 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 of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to 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.

Doc1

(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 authorised 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, 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.

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

..... (Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

Annexure D : 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 price 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 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 words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) 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) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) 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.
- (iii) 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 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

(On the letterhead of firm and notarized)
Authorisation of Bidder by the Firm

To,

**Registrar/CF&FA,
University of Rajasthan,
J.L.N. Marg, Jaipur (Rajasthan) Pin. 302004
Tel. & Fax No. 0141-2706813/0141-2710978
Email Address:- www.registraruor@yahoo.com & www.accountsuorjaipur@yahoo.in**

**Subject: Regarding authorisation of Bidder by the Firm.
Ref.: Your NIB No.dated.....
Name of works.....**

Dear Sir,

I/we.....(Name).....for M/s.....(Name of firm)..... who are proven and reputable firm.....(Name of work).....having office at(Address of Factory / Office)..... hereby authorize Mr..... (Name & Designation of Bidder).....to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents/NIB for the above Cleaning works services by us.

I/we obtain the approval of Board of Directors of our Firm in the meeting no.....held on dated.....at Agenda No.....

I/we further confirm that no individual other than Mr.....(Name & Designation of Bidder), is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bid documents for the above goods/services delivered by our Firm.

I/we also hereby extend our full guarantee for scope of work as applicable as per Bid conditions of Contract, read with modifications/addendum, if any, in the General/Special Conditions of Contract for the services offered by the authorized Bidder/Signatory against this Bid document.

I/we also hereby confirm that we shall also be responsible for the satisfactory execution of contract placed on the authorized Firm.

This authorization shall be valid till the completion of the contract period and related services.

The attested photocopy of photo ID/Voter ID/Driving License/Any other equal document for authorised person is enclosed here.

Yours faithfully,

(Name & Signature of Chairman & MD)
.....

For M/s

AUTHORISED SIGNATORY OF FIRM

Accepted by the authorized person Mr.....(Signature, Name & Address).....