



## राजस्थान विश्वविद्यालय, जयपुर

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

दिनांक :

### ई-निविदा की संक्षिप्त सूचना

राजस्थान विश्वविद्यालय में मांग के आधार पर किराये पर वाहन लेने के लिये वार्षिक दर संविदा हेतु ऑन लाईन निविदाये आमंत्रित की जाती है अतः इच्छुक फर्म/कम्पनी/निविदादाता दिनांक 26.02.2024 को 12:30 P.M बजे तक ई-प्रोक्यूरमेंट पोर्टल पर ई-निविदा अपलोड कर सकते हैं तथा निविदा प्रपत्र एवं शर्तें <http://eproc.rajasthan.gov.in>, [www.uniraj.ac.in](http://www.uniraj.ac.in) एवं <http://sppp.rajasthan.gov.in> पर डाउनलोड की जा सकती है।

UBI No. URA2324SL0B06211 dated .....

NIB: URA2324A0077

३.  
कुलसचिव  
राजस्थान विश्वविद्यालय

क्रमांक : एफ-9/सा.प्र./ई-प्रोक्यूरमेंट सैल/2024/27845-857

दिनांक : 14/2/24

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रस्तुत है :-

1. निदेशक, इन्फोनेट, रा.वि.वि., जयपुर को प्रेषित कर लेख है कि उक्त सूचना विश्वविद्यालय की वेबसाइट पर अपलोड करवाने की व्यवस्था करावे।
2. समन्वयक ई-प्रोक्योरमेंट प्रकोष्ठ रा.वि.वि., जयपुर को प्रेषित कर लेख है कि उपरोक्तानुसार ई-पोर्टल/एस.पी.पी. पोर्टल पर अपलोड कराने की व्यवस्था करावे।
3. जनसम्पर्क अधिकारी, रा.वि.वि., जयपुर को प्रेषित कर लेख है कि उक्त सूचना राज्य स्तरीय समाचार पत्र राजस्थान पत्रिका अथवा दैनिक भास्कर एवं इण्डियन एक्सप्रेस, नई दिल्ली संस्करण में एक बार प्रकाशित करवाने का श्रम करावे।
4. निजी सचिव, कुलपति/कुलसचिव/वित्त नियंत्रक एवं वित्तीय सलाहकार, रा.वि.वि., जयपुर।

14/2/24  
उप कुलसचिव (सा.प्र.)



## राजस्थान विश्वविद्यालय, जयपुर

क्रमांक : एफ-9/सा.प्र./ई-प्रोक्यूरमेंट सैल/2024/27044

दिनांक : 14/02/24

### ई-निविदा की संक्षिप्त सूचना

राजस्थान विश्वविद्यालय में मांग के आधार पर किराये पर वाहन लेने के लिये वार्षिक दर संविदा हेतु ऑन लाईन निविदायें आमंत्रित की जाती हैं अतः इच्छुक फर्म/कम्पनी/निविदादाता दिनांक 26.02.2024 को 12:30 P.M बजे तक ई-प्रोक्यूरमेंट पोर्टल पर ई-निविदा अपलोड कर सकते हैं तथा निविदा प्रपत्र एवं शर्तें <http://eproc.rajasthan.gov.in>, [www.uniraj.ac.in](http://www.uniraj.ac.in) एवं <http://sppp.rajasthan.gov.in> पर डाउनलोड की जा सकती हैं।

UBI No. .... dated .....

कुलसचिव

राजस्थान विश्वविद्यालय

# UNIVERSITY OF RAJASTHAN

Jawahar Lal Nehru Marg,  
Jaipur – 302004, India



## Bid Document

For

### Hiring of Vehicles on Two Year Rate Contract on Demand Basis

निविदा संख्या	F-9/G.Ad./E-procurement Cell/2024/ 27844 Dated 14/02/24
उपापन संस्था	कुलसचिव
निविदा उपलब्ध होने की दिनांक	15.02.2024 at 11.30 A.M.
निविदा पूर्व की बैठक (Pre-Bid Conference) की दिनांक एवं समय बिड डाउनलोड Starting Date	19.02.2024 at 3:00 P.M.
निविदा प्रस्तुत करने की अन्तिम तिथि एवं समय Bid Submission end date	26.02.2024 upto 12:30 P.M.
तकनीकी निविदा खोलने की तिथि एवं समय	26.02.2024 at 02:00 P.M.
निविदा फार्म प्राप्ति वेबसाईटें	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://www.uniraj.ac.in">www.uniraj.ac.in</a> , <a href="http://www.eproc.in">www.eproc.in</a> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a>
निविदा की अनुमानित लागत	75.00 लाख रु.
निविदा शुल्क राशि	Rs 1000/- Bankers Cheque/DD in favour of Registrar, University Rajasthan, Jaipur
Processing Fee	Rs.1500/- (Bankers Cheque/DD in Favour of MD, RISL, Jaipur
Bid Security	Rs.1.50 Lakhs Bankers Cheque/DD in favour of Registrar, University Rajasthan, Jaipur / Declaration
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:	

Name & Signature of the Bidder with Seal

Page 1

विषय सारणी

BID INDEX (NIB NO..... )

Chapter No.	Description	Page No.
1.	अखबारों में प्रकाशन हेतु निविदा का संक्षिप्त रूप (Abridged form of NIB for publication in the newspapers)	3
2.	निविदा आमंत्रण सूचना (Notice Inviting Bid (NIB) for uploading on websites)	4 – 5
3.	खण्डन/त्याग घोषणा (Disclaimer)	6 – 7
4.	निविदादाता हेतु दिशा निर्देश (Instructions to Bidders) (ITB)	8 – 9
5.	कार्य का विवरण (Scope of Work)	10 – 11
6.	निविदा का आंकड़ा पत्रक (Bid Data Sheet) (BDS)	12 – 14
7.	पात्रता के मानदण्ड (Qualification Criteria)	15 – 15
8.	अनुबन्ध की सामान्य शर्तें (General Conditions of Contract) (GCC)	16 – 22
9.	अनुबन्ध की विशेष शर्तें (Special Conditions of Rate Contract) (SCC)	23 – 25
10.	निविदा के प्रारूप (Bidding Forms) (B F)	27 – 47
11.	अनुबन्ध के प्रारूप (Contract Forms) (CF)	48 – 56
12.	वित्तीय निविदा का प्रारूप (Financial Bid form) CF-III	54

## अध्याय-1

अखबारों में प्रकाशन हेतु निविदा का संक्षिप्त रूप  
(Abridged form of NIB for publication in the newspapers)

### राजस्थान विश्वविद्यालय, जयपुर

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

दिनांक :

#### ई-निविदा की संक्षिप्त सूचना

राजस्थान विश्वविद्यालय में मांग के आधार पर किराये पर वाहन लेने के लिये वार्षिक दर संविदा हेतु ऑन लाईन निविदाये आमंत्रित की जाती है अतः इच्छुक फर्म/कम्पनी/निविदादाता दिनांक 26.02.2024 को 12.30 P.M. बजे तक ई-प्रॉक्यूरमेंट पोर्टल पर ई-निविदा अपलोड कर सकते हैं तथा निविदा प्रपत्र एवं शर्तें <http://eproc.rajasthan.gov.in>, [www.uniraj.ac.in](http://www.uniraj.ac.in) एवं <http://sppp.rajasth.gov.in> पर डाउनलोड की जा सकती है।

UBI No. .... dated .....

कुलसचिव  
राजस्थान विश्वविद्यालय  
जयपुर

Name & Signature of the Bidder with Seal

Page 3

## अध्याय-2

### निविदा आमंत्रण सूचना

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

1. Single stage, two-envelopes unconditional E-bids are invited from eligible bidders/firms on behalf of University of Rajasthan, Jaipur for Hiring of Vehicles on Annual Rate Contract on Demand Basis as below :-

(Amount in Rs.)

S. No.	Description of Services	Estimated cost (each unit)	Bid Security	Bid form fees	E-Bidding Processing Fee
1	Hiring of Vehicles on Annual Rate Contract on Demand Basis	75.00 Lakhs	1.50 Lakhs or Form of Bid-Securing Declaration (BF-II)	1000/-	1500/-

2. Important dates of Biding process: -

S.No.	Date & time of start of sale of bid document	Date and time of pre-bid meeting	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.	15.02.2024 11.30 A.M.	19-02-2024 3.00 P.M. (at Old HRDC Hall UOR)	26-02-2024 12.30 P.M.	26-02-2024 upto 01.00 PM	26-02-2024 from 2.00 P.M.


3. A pre-bid meeting will be held as per above schedule i.e., at 3.00 PM on dated 19-02-2024 in the Old HRDC Hall, V.C Sectt. University of Rajasthan, Jawahar Lal Nehru Marg, Jaipur to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions can be done. Bid should be submitted On-line on website <http://eproc.rajasthan.gov.in> after pre-bid meeting including all the clarifications/modifications/amendments. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
4. The bid is for a two year contract.
5. Detailed terms and conditions of bid may be downloaded/seen on the website [www.eproc.rajasthan.nic.in](http://www.eproc.rajasthan.nic.in), [www.sppp.raj.gov.in](http://www.sppp.raj.gov.in) and [www.uniraj.ac.in](http://www.uniraj.ac.in), or in the office of the Registrar/Comptroller of Finance & Financial Advisor, UOR, Jaipur.
6. The Bid form fee Rs. 1000/- downloaded from the website, Bid Security 1.50 Lakhs of D.D./Banker cheque in favour of Registrar, University of Rajasthan, Jaipur or Form of Bid-Securing Declaration (BF-II) in bid condition and processing fee of Rs 1500/- of D.D./Banker cheque in favour of MD RISL, Jaipur payable at Jaipur. The bid document cost, processing fee and bid security shall be deposited physically along with technical bid submissions sheet in the office of Registrar, University of Rajasthan, Jaipur by D.D./Banker cheque before the last date and time of bid submission.

Name & Signature of the Bidder with Seal

Page 4

7. Bids uploaded after the specified time and date shall not be accepted / opened.
8. The technical bids shall be opened at 2.00 PM on dated 26-02-2024 or as amended in the presence of the bidders or their representatives, who wish to be present.
9. The bid shall only be submitted through e-procurement portal <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Bids shall not be accepted in physical form in any condition.
10. The University of Rajasthan is not bound to accept the lowest bid and may reject any or all bids without assigning any reason there for.
11. The bidders shall have to submit a valid GST Registration No. along with copy of GST Clearance Certificate 2022-23 Audited, and the 'PAN' No. issued by Income Tax Department (copy of both document may be enclosed).
12. It is clarified that the information required in bidding document should be submitted only in enclosed format without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
13. Information of award of contract will be communicated to all participating bidders on the website [www.uniraj.ac.in](http://www.uniraj.ac.in) and [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in). Please note that individual bidder will not be intimated.
14. The price/rates of complete Hiring OF Vehicles shall only be uploaded in financial bid on the website [www.eproc.rajasthan.nic.in](http://www.eproc.rajasthan.nic.in)
15. Enclose gross average annual turnover statement (BF-IV) certified by CA.
16. Enclose declaration by the bidder regarding Qualifications (BF-III).
17. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 made there under.

Note: - If any amendment/clarification is carried out in the scope of work and bid terms & conditions following pre-bid meeting or any other information, the same will also be uploaded on the University website [www.uniraj.ac.in](http://www.uniraj.ac.in) [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) will not be published in news papers. It will not be intimated to individual bidder. In case any inconvenience is felt, please contact over telephone number i.e. 0141-2706813/0141-2710978 or queries may be e-mailed on address [www.registraruor@yahoo.com](mailto:www.registraruor@yahoo.com) & [www.accountsuorjaipur@yahoo.in](mailto:www.accountsuorjaipur@yahoo.in)

  
Registrar  
University of Rajasthan  
Jaipur

## अध्याय-3

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. (here in after 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.



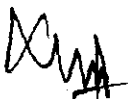
The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

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

## अध्याय-4

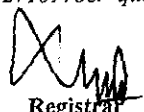
### निविदादाता हेतु दिशा-निर्देश (Instructions to Bidders)

Before filling up of bid form, kindly go through the following instructions carefully so that your bid may not be considered invalid:

1. Kindly go through the terms and conditions, annexure and other forms of the document carefully and meticulously.
2. It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of our bid/ rates is maintained up to bid opening & that your documents are put to any misuse.
3. Complaints lodged in UOR, Jaipur should bear signature, name, Id proof and mobile number of the complainant. This is important as UOR, Jaipur has received many complaints in the past on letter heads of certain companies who later on denied to have made the complaint upon their verification. Rather, a few companies have asked UOR, Jaipur to take action against that person who has fraudulently made use of their letter heads. Therefore, unauthenticated complaints may not be acted upon.
4. In case you are given any assurance of any advantage in UOR, Jaipur by anybody or if you are directly or indirectly threaten or intimated of harming your bidding & subsequent work in UOR, Jaipur, please inform immediately about the same to Registrar/CF&FA, UOR, Jaipur. It would be better if evidence of such unfair activity of such person is produced so that action can be taken against such person/institution and their details can be put on the website.
5. It is advisable for you to authorize only those persons for University bid who are employed in your firm on salary basis.
6. Certificates/Licenses/Documents which are required should be complete and updated.
7. Bid form can be downloaded from "<https://eproc.rajasthan.gov.in>." The bid form fee @ Rs.1000/- downloaded from the website, Bid security (as applicable) and processing fee of Rs1500/- of R.I.S.L. shall be submitted in the form of D.D./Banker cheque in favour of Registrar, University of Rajasthan, Jaipur respectively (payable at Jaipur). The Bid form fee, processing fee and Bid Security shall be deposited physically in the office of Registrar, University of Rajasthan, Jaipur before the last date and time of bid submission.
8. Bid form fees RISL processing fee and bid security should be submitted separately for each bid. Bid form fees is non-refundable.
9. The average gross annual turnover of the bidder shall be as per format for best three years out of last 5 year. The turn over statement (BF-IV) duly certified and signed by Chartered Accountant shall be submitted along with bid, failing which the bid shall be rejected.
10. Bid form must conform the terms & conditions of the bid documents.
11. Bid received after prescribed date and time will not be considered.
12. A pre-bid meeting will be held as per above schedule i.e., at 3.00 PM on dated 19-02-2024 in the Old HRDC Hall, V.C. Sectt, University of Rajasthan, JLN Marg, Jaipur-302004 to clarify the issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting necessary changes in bid conditions can be done. Bid should be submitted on-line after pre-bid meeting including all the clarifications/modifications/ amendments. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.

13. Correspondence with the University regarding these bids by the authorized signatory of the firm shall only be entertained.
14. Bids received after the specified time and date shall not be accepted and shall be not opened.
15. The technical bids shall be opened at 2 pm on on dated 20-02-2024 or as amended in the presence of the Bidders or their representatives who wish to be present.
16. The University of Rajasthan, Jaipur is not bound to accept the lowest bid and may reject any or all bids without assigning any reason thereof.
17. The bidders shall have to submit a valid 'GST Registration Certificate and GST clearance certificate/affidavit from the concerned Department and the 'PAN' issued by Income Tax Department.
18. It is clarified that the information required in bidding document should be submitted without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats may be rejected.
19. You are required to prepare a single PDF file for the entire bid document and then it should be uploaded on the website "[https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in)". Bid document if not prepared as single PDF file, the website may not accept second and onward parts of the bid.
20. The declaration of technical bid in respect of responsive/non responsive bidders shall be uploaded on websites website [www.uniraj.ac.in](http://www.uniraj.ac.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and [https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in). Similarly, information regarding Financial Bid (L-1) shall also be provided to bidders on above websites. Individual bidders may not be informed separately.
21. निविदा प्रक्रिया का संक्षिप्त विवरण :-
  1. यह निविदा एक स्तरीय दो भाग (Single Stage-2 Part Part-I Technical Bid cover-A and Part-II Financial Bid cover-B) ऑनलाईन वेबसाईट सिस्टम आधारित है।
  2. निविदा ऑनलाईन "[https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in)." वेबसाईट पर भरी गई ही मान्य होगी।
  3. वित्तीय निविदा केवल ऑनलाईन ही स्वीकार्य है।
  4. तकनीकी तथा वित्तीय निविदा का प्रत्येक पृष्ठ निविदादाता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित तथा फर्म की मोहर लगा होना चाहिये।
  5. निविदा एव संलग्न प्रपत्र हिन्दी अथवा अंग्रेजी (English) भाषा में होने चाहिये। अन्य भाषा में प्राप्त निविदा अथवा प्रपत्रों/दस्तावेजों को विचार हेतु अयोग्य माना जायेगा।
  6. निविदादाता निविदा प्राप्त करने, भरने, विभाग के समक्ष प्रस्तुत करने तथा स्पष्टीकरण, यदि कोई हो, प्रस्तुत करने के दौरान होने वाले समस्त खर्च स्वयं वहन करेगा। इस हेतु विभाग द्वारा कोई भी राशि देय नहीं होगी।
  7. निविदादाता से यह अपेक्षित है कि उसे निविदा की शर्तों एवं अन्य समस्त स्थानीय कानूनों एवं परिस्थितियों का पूर्ण ज्ञान होगा। ऐसा न होने पर होने वाले नुकसान और/अथवा अन्य प्रभाव के लिये निविदादाता स्वयं जिम्मेदार होगा तथा विभाग किसी प्रकार के दखल/क्षतिपूर्ती के लिये उत्तरदायी नहीं होगा।
22. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013 made there under.

Note:- If any amendment is carried out in the bid specifications and terms & conditions following pre-bid meeting, the same will be uploaded on the departmental website "[www.uniraj.ac.in](http://www.uniraj.ac.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) and will not be published in news papers. In case any inconvenience is felt, please contact on telephone number i.e. 0141-2706813/0141-2710978 or queries may be e-mailed on address "[www.registraruor@yahoo.com](mailto:www.registraruor@yahoo.com) & [www.accountsuorjaipur@yahoo.in](mailto:www.accountsuorjaipur@yahoo.in)

  
 Registrar  
 University of Rajasthan  
 Jaipur

## अध्याय-5

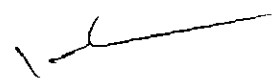
कार्य का विवरण  
(Scope of Work)

### Technical Specification for Executing the Work for "Hiring of Taxi Cars/Mini Buses, Vehicles etc" for 2023-24

1. The list of Taxi Cars/Mini Buses or Vehicles etc along with photocopies of registration book / Certificate should be attached with the Technical Bid.
  - (i) The firm should be registered and should furnish a copy of registration certificate in support thereof.
  - (ii) The firm should have minimum one year regular supply of vehicles & transportation work to any government department/ undertaking/ institution etc. as experience of working satisfactorily. Certificates from existing/past employers should be enclosed, in this regard.
  - (iii) The firm should have a gross average annual turnover of at least 30.00 Lakhs for three financial years out of last five financial years. (2018-19 onward)
2.
  - (i) Taxi Cars/Mini Buses or Vehicles etc to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.
  - (ii) Taxi Cars/Mini Buses or Vehicles etc supplied should not be more than 05 (Five) years old. The firm should specify the numbers of such vehicles enclosing copies of their RC.
  - (iii) The firms should have adequate number of vehicles. In case, the Vehicle arrives in the University after mid night but before 6.00 AM than halting Charges will be payable. Similarly, if a Vehicles is called before 6.00 AM to University then also halting Charges shall be payable by the University.
3. Only such Taxi Operators may submit bid whose Vehicles have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated and can be requisitioned by the University of Rajasthan, Jaipur.
4.
  - (i) The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, having communication skill in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
  - (ii) Each driver employed by the firm must have a cell-phone duly activated.
  - (iii) Each driver should wear uniform while on duty in this office.
  - (iv) The Drivers shall observe the time schedule given to them for delivery of material at the examination centers.
  - (v) No mileage will be allowed for lunch/ tea of the driver. Driver should carry his lunch.
  - (vi) Only drivers having sufficient experience of driving in Jaipur/Rajasthan and surrounding

- Districts of Jaipur. should be deployed to the University of Rajasthan. The firm should inform in advance the biodata of all drivers that could be deployed for University on duty.
- (vii) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- (viii) The time and distance in respect of hired Vehicles will commence and terminate at the University of Rajasthan.
- (ix) While the University of Rajasthan, Jaipur has a regular requirement for hiring Vehicles, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Vehicles from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.
- (x) The firm should have a provision to take the bookings 24 x7.
5. The firm shall provide Vehicles which are so duly authorized to run/operate as Vehicles by the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Vehicles to be provided by the firm shall use only legally authorized fuel in running the taxis.
6. Rates once finalized will be valid for a period of two year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.
7. Insurance including IIIrd Party Insurance.
8. No liability of University for any accidental claim.

  
Registrar  
University of Rajasthan  
Jaipur



## अध्याय-6

निविदा का आंकड़ा-पत्रक

(Bid Data Sheet)

Point No.	Description
<b>1.</b>	<b>Introduction</b>
1.1	NIB No..... dated .....
	The Procuring Entity is:- <b>Registrar, University of Rajasthan, Jawahar Lal Nehru Marg, Jaipur-302004</b>
1.2	The contract is for Hiring of Vehicles on Annual Rate Contract on Demand Basis in University of Rajasthan, Jaipur.
1.3	The contract period shall be 24 months. The extension shall only be for maximum 3 months.
<b>2.</b>	<b>Bidding document</b>
2.1	Bids are invited from eligible firms.
2.2	The price of the bidding document is:- Rs. 1000/- & E-Tender processing Fee Rs.1500/- in favour of MD, RISL, Jaipur
2.4	Bid Security:- 2 % Rs.1.50 Lakhs or Form of Bid-Securing Declaration <b>(BF-II)</b> on Estimated cost Rs. 75.00 Lakhs
2.5	The Pre-bid meeting will be held at 3.00 PM on 19-02-2024 in Old HRDC Hall, University of Rajasthan, JLN Marg, Jaipur-302004
2.6	Last date for Issuance of Bid Document:- on dated 15-02-2024 up to 11.30 A.M.
2.7	Last date & Time for submission of Bids:- on dated 26-02-2024 up to 12.30 P.M. Date & Time of opening of (Technical Bid) Bids:- on dated 26-02-2024 up to 2.00 P.M.
2.8	Joint venture will not be allowed.
	Address for Correspondence and Clarifications:- Registrar/CF&FA University of Rajasthan, J.L.N. Marg, Jaipur (Rajasthan) 302004 Tel. No. 0141-2706813/0141-2710978 Email Address:- www.uniraj.ac.in
<b>3.</b>	<b>Preparation of Bids</b>
3.1	The Bidder shall submit with its Technical Bid Submission Sheet <b>(BF-I)</b> the following documents: 1. Bid Security, Bid document cost and RISL processing fee (DD / Banker Cheque or declaration for Bid Security) 3. Declaration by the Bidder Regarding Qualifications <b>(BF-III)</b> 2 The average gross annual turnover of the bidder shall be as per <b>format</b> for last three years. <b>(BF-IV)</b> 4. Bidders shall have to submit a valid GST Registration Certificate and GST clearance certificate from the concerned Officer or affidavit and the 'PAN' issued by Income Tax Department.

Name & Signature of the Bidder with Seal

Page 12

	5. Any other required as mentioned in Technical Bid submission letter.
3.2	The Bidder shall submit <b>Financial Bid only online on portal</b> as per Financial Bid (BF-IX)
3.3	Alternative Bids are not permitted.
3.4	The currency of the Bid shall be the Indian Rupee.
3.5	The Bid validity period shall be 90 days from the opening of Technical Bid.
3.6	The scanned copy of complete Bid document filled and signed on each page as per ITB and other requirements shall be electronically uploaded on website <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> within the prescribed Bid submission period. <b>Please note that physical submission of bid document shall not be accepted.</b>
3.7	Any Authorisation to sign on behalf of the Bidder shall consist of Power of Attorney by the Bidder or the change in bidder shall be resolved by the firm / company which shall be immediately communicated to the University.
<b>4.</b>	<b>Submission and Opening of Bids</b>
4.1	The address of Procuring Entity's :- Registrar/CF&FA University of Rajasthan, J.L.N. Marg, Jaipur (Rajasthan) 302004 Tel. No. 0141-2706813/0141-2710978 Email Address:- <a href="http://www.uniraj.ac.in">www.uniraj.ac.in</a>
4.2	The deadline for Bid submission is: Date: 26-02-2024 Time: 12.30 P.M.
4.3	The Bid opening shall take place at: Syndicate Hall, University of Rajasthan, J.L.N. Marg, Jaipur (Rajasthan) 302004 Tel. No. 0141-2706813/0141-2710978 Email Address:- <a href="http://www.uniraj.ac.in">www.uniraj.ac.in</a> Technical bids received till the scheduled date and time will be opened by a Procurement Committee constituted by University of Rajasthan, Jaipur in the presence of bidders. The date of opening of financial bid will be communicated separately through website.
<b>5</b>	<b>Award of Contract</b>
5.1	(1) The procuring entity may reduce the specified contract period. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity/units/period of service indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. (2) The quantity/ units can be divided among more than one Bidder at the price of the lowest evaluated Bid as per provision of parallel contract.
5.2	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days by the successful firm from the date of acceptance of offer on non judicial stamp of requisite denomination.

5.1	The Performance Security shall be required @5 % of the value of Tender in favour of Registrar, University of Rajasthan, Jaipur.
<b>6</b>	<b>Redressal Grievances during Procurement Process</b>
6.1	(1) The designation and address of First Appellate Authority is: - Vice-Chancellor, University of Rajasthan, JLN Marg, Jaipur-302004 or as decided by the Govt. of Rajasthan. Telephone No. 0141-2707863 (2) The Designation and address of the Second Appellate Authority is Principal Secretary/Secretary, Department of Higher Eductaion, Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.
6.2	<b>Name &amp; Address of the Bidder:</b> Name and Designation.....  M/S ..... ..... Telephone No.....  Telegram Code ..... Fax No. .... Mobile No ..... E-mail address .....


  
 Registrar  
 University of Rajasthan  
 Jaipur



## अध्याय-7

### पात्रता एवं मूल्यांकन के मानदण्ड (Qualification and Evaluation Criteria)

1. The bidder may be a proprietor/ firm/ company/ travel agency etc. and should furnish a copy of registration certificate in support thereof.
2. The firm should have minimum one year regular supply of vehicles & transportation work to any government department/ undertaking/ institution etc. in last five financial years as experience of working satisfactorily. Certificates from existing/past employers should be enclosed, in this regard.
3. The firm should have a gross average annual turnover of at least 30.00 Lakhs for three financial years out of last five financial years. (2018-19 onward)
4. The bidders shall have to submit a valid GST Registration No. along with copy of GST Clearance Certificate 2022-23 and the 'PAN' No. issued by Income Tax Department (copy of both document may be enclosed).
5. Bidder shall submit gross average annual turnover statement **(BF-IV)** certified by CA.
6. Bidder shall submit declaration by the bidder regarding Qualifications **(BF-III)**.
7. निविदा के योग्यता मापदण्ड (Eligibility Criteria) का आंकलन उपापन समिति द्वारा किया जावेगा तथा योग्यता मापदण्ड में निविदादाता को सफल होना अनिवार्य है। यदि किसी निविदादाता द्वारा उक्त तकनीकी मापदण्डों की पूर्ति नहीं की जाती है तो इस सम्बन्ध में निविदादाता से कोई भी स्पष्टीकरण नहीं लिया जावेगा तथा उपापन समिति द्वारा उक्त फर्म को अयोग्य घोषित करते हुये अन्य योग्य फर्मों की वित्तीय निविदा खोली जावेगी।
8. तकनीकी दृष्टि से पात्र पाये गये सभी निविदादाताओं की वित्तीय निविदाएं खोली जावेगी। न्यूनतम दरों का निर्धारण निविदा के वित्तीय प्रस्ताव क्रम संख्या A के 50 प्रतिशत, B को 20 प्रतिशत एवं C को 30 प्रतिशत हिस्सा के आधार पर किया जावेगा तथा श्रेणीवार दरों का औसत निकाला जावेगा। उसके पश्चात् योग के आधार पर न्यूनतम दरें निर्धारित की जायेगी।

  
Registrar  
University of Rajasthan  
Jaipur

## अध्याय-8

### अनुबन्ध की सामान्य शर्तें (General Conditions of Contract)

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. वाहन किराये पर लेने का दर अनुबन्ध 02 वर्ष की अवधि के लिये किया जायेगा जिसमें अधिकतम 3 माह का विस्तार किया जा सकेगा।
2. ठेकेदार/निविदादाता किराये पर वाहन कार्य का ठेका अन्य किसी दूसरे व्यक्ति को हस्तांतरित (सबलेट) नहीं कर सकेगा। ऐसा पाया जाने पर ठेका/अनुबंध निरस्त कर जमानत राशि जब्त कर ली जायेगी।
3. वाहन उपलब्ध कराने की व्यवस्था के लिये अधिकृत अधिकारी द्वारा दिये गये समस्त आदेशों का ठेकेदार को पालन करना होगा तथा बिना किसी विवाद के ठेकेदार/निविदादाता को कार्य सुनिश्चित करना होगा।
4. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 15 दिवस में अनुबन्ध करना होगा जो कुलपति, राजस्थान विश्वविद्यालय की अनुमति से अवधि विस्तारित हो सकेगी।
5. बयाना राशि (Bid Security) :- (RTPP Rule 42 Applicable)
  1. ठेकेदारों/निविदादाता द्वारा निविदा में अभिलिखित किए गए अनुमानित मूल्य का दो प्रतिशत बयाना राशि अथवा निर्धारित घोषणा पत्र BF-II निविदा के साथ जमा कराया जाना अनिवार्य होगा।
  2. बिना बयाना राशि के निविदा पर विचार नहीं किया जाएगा। बयाना राशि केवल डिमांड ड्राफ्ट/बैंकर्स चेक के रूप में स्वीकार की जाएगी।
  3. डिमांड ड्राफ्ट तथा बैंकर्स चेक कुलसचिव, राजस्थान विश्वविद्यालय, जयपुर के नाम से देय होगा। असफल निविदादाताओं की बयाना राशि का प्रतिदाय निविदा के अंतिम रूप से स्वीकार करने के बाद लौटाई जायेगी।
  4. सफल निविदादाता की बयाना राशि निष्पादन सुरक्षा (Performance Security) में समायोजित की जाएगी तथा शेष प्रतिभूति राशि, करार के निष्पादन के समय ली जाएगी। यदि सफल निविदादाता द्वारा पृथक से पूर्ण प्रतिभूति राशि जमा करा दी गयी है तो जमा करायी बयाना राशि लौटा दी जावेगी।
6. बयाना राशि का समपहरण (Forfeiture of Bid Security):- निम्नलिखित मामलों में बयाना राशि को समपद्वैत कर लिया जाएगा:-
  1. जब निविदादाता निविदा को खोलने के बाद किन्तु निविदा को स्वीकार किए जाने से पूर्व अपने प्रस्ताव को वापस ले लेता है या उसमें उपान्तरण करता है,
  2. यदि वह विनिर्दिष्ट समय के भीतर करार, यदि कोई हो का निष्पादन नहीं करता है,
  3. जब वह विहित समय के क्रय आदेश के अनुसार मर्दों का प्रदाय प्रारम्भ करने में असफल रहता है,
  4. जब निविदादाता क्रय आदेश देने के बाद प्रतिभूति राशि जमा नहीं कराता है।
  5. जमा कराई गई बयाना राशि को समपद्वैत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
7. निष्पादन सुरक्षा (Performance Security) निम्नानुसार होंगे:

निष्पादन सुरक्षा सफल निविदादाता द्वारा टेन्डर की राशि का 5% के बराबर निष्पादन सुरक्षा राशि आदेश की दिनांक से 15 दिवस में अनुबन्ध पत्र के साथ जमा करानी होगी। निष्पादन सुरक्षा बैंक ड्राफ्ट या बैंकर चैक/बैंक गारन्टी (CF-IV) एक रूप में जमा की जाएगी। निविदा शर्तों एवं सहमति के अनुबन्ध पत्र की अनुपालना नहीं करने पर आपके द्वारा जमा की गई निष्पादन सुरक्षा राशि जब्त कर ली जायेगी।

- निष्पादन सुरक्षा राशि का समपहरण (Forfeiture of Security Deposit) :- निम्नलिखित मामलों में निष्पादन सुरक्षा राशि को समपहृत कर लिया जाएगा:-
1. जब संविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो।
  2. जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो।
  3. जमा कराई गई निष्पादन सुरक्षा को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
  4. निष्पादन सुरक्षा की समपहृत की गयी राशि सम्बंधित विभाग में जमा करायी जाएगी।
8. निष्पादन सुरक्षा राशि का प्रतिदाय:- अनुबंध की अवधि समाप्त होने के तीन माह पश्चात लौटा दी जावेगी।
9. बातचीत - सामान्य स्थितियों में निविदा के पश्चात बातचीत नहीं की जायेगी। तथापि, बातचीत निम्नतम निविदाकारों से उन परिस्थितियों में की जा सकती है जहां रिंग मूल्य उद्धरित किए गए हों या दरें अत्यन्त विचारणीय हों एवं प्रचलित बाजार दर से अत्यधिक उच्चतम हों। स्वीकार्य दरों के असमाधानप्रद उपलब्धि के मामले में कय समिति निम्नतम निविदाकार हेतु नियमों में दिये गये अनुसार प्रति प्रस्ताव करने का भी निश्चय कर सकती है। यदि प्रतिप्रस्ताव निम्नतम निविदाकार को स्वीकार्य न हो तो समिति निविदाओं को नामांजूर करने और निविदा पुनः आमंत्रित करने या उसी प्रतिप्रस्ताव को पहले द्वितीय निम्नतम निविदाकार को और तथा तृतीय निम्नतम निविदाकार को और इसी क्रम में उस निविदाकार को प्रतिप्रस्ताव दिया जा सकता है जो प्रतिप्रस्ताव को स्वीकार करे।
10. समानान्तर दर संविदा - विश्वविद्यालय अन्य तकनीकी रूप से सफल ठेकेदारों से न्यूनतम निविदादाता की शर्तों एवं दरों पर समानान्तर दर संविदा कर सकेगा।
11. (Risk and Cost) संविदा की अवधि में निविदादाता किसी भी कारणवश विश्वविद्यालय को किराये का वाहन उपलब्ध कराने में असमर्थ रहता है तो कार्य रिस्क एण्ड कोस्ट (Risk and Cost) पर कराया जायेगा। अधिक राशि की वसूली ठेकेदार से की जावेगी। अनुबन्धित निविदादाताओं में से वाहनों की आवश्यकता पडने पर वाहनों की आपूर्ति हेतु कार्यादेश दिया जा सकेगा। जिसके लिए वे मना नहीं कर सकेंगे। मना करने पर फर्म की रिस्क एण्ड कोस्ट पर निरीक्षण वाहन बाजार दरों पर अन्य फर्म/बाजार से किराये पर लिया जा सकेगा जिसका भुगतान फर्म के उस माह के बिल से काट लिया जावेगा। जिसके लिए फर्म मना नहीं कर सकेगी।
12. निविदाओं की अपात्रता निविदाएं :- निम्न कारणों से अपात्र घोषित की जा सकती है :
1. निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
  2. बिना निविदा मूल्य एवं बयाना राशि के जमा निविदाएं।
  3. अपूर्ण निविदायें।
  4. भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
  5. विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/तय समय से देरी प्रदान करना।
  6. एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
  7. अपूर्ण व सशर्त निविदा प्रस्तुत करना।
  8. तकनीकी अहर्ताओं का पूर्ण न कर पाना।
  9. निविदादाताओ अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।
  10. अल्प वैधता वाली निविदा प्रस्तुत करना।
13. अनुबंध राशि का भुगतान :- ठेकेदार/निविदादाता को किराये के वाहन व्यवस्था संबंधी कार्यों का भुगतान प्रत्येक माह की समाप्ति पर कार्य सन्तोषजनक पाये जाने की स्थिति में किया जावेगा। किराये के वाहन व्यवस्था हेतु अनुबंध राशि का मासिक बिल तीन प्रतियों में प्रथम सप्ताह में अलग अलग प्रस्तुत करने होंगे तथा संबंधित अधिकारी द्वारा प्रमाणित करने के पश्चात् भुगतान किया जायेगा कार्य सन्तोषजनक न पाए जाने की स्थिति में निर्धारित शास्ती की कटौती कर भुगतान किया जावेगा। कार्य करने वाली फर्म भुगतान लेने हेतु निम्नानुसार बिल प्रस्तुत करेगी :-

1. फर्म द्वारा किसी माह में उपलब्ध करवाये गये सभी वाहनों का एक इकजाई बिल कुलसचिव कार्यालय को अगले माह की 20 तारीख तक प्रस्तुत करना होगा। इस अवधि के बाद 21 से 31 तक बिल प्रस्तुत करने पर प्रति वाहन रू. 300/-, इसके पश्चात् बिल प्रस्तुत करने पर कुल वाहन के बिलों का 1 प्रतिशत प्रति माह शास्ति लगाकर बिल में से कटौती की जावेगी उदाहरण के लिये फरवरी उपलब्ध करवाये गये सभी वाहनों का बिल 20 मार्च तक ही प्रस्तुत किया जाना होगा। 21 मार्च से 31 मार्च तक बिल प्रस्तुत करने पर प्रति वाहन रू. 300/- एवं इसके पश्चात् बिल प्रस्तुत करने पर कुल वाहन के बिलों का 1 प्रतिशत प्रति माह शास्ति लगाकर बिल में से कटौती की जावेगी। 3 माह पश्चात् बिल प्रस्तुत करने पर स्वीकार नहीं किया जावेगा। फर्म द्वारा प्रस्तुत बिल में रूट चार्ट के अनुसार यात्रा का स्थान एवं कि.मी. भी अंकित किया जाना आवश्यक होगा।
2. प्रत्येक प्रस्तुत किये जाने वाले बिल के साथ लॉग बुक तथा उसमें अंकित वाहनों के रजिस्ट्रेशन, टॉल रसीद/संदेश/पार्किंग रसीद इत्यादि की प्रतियाँ भी संलग्न करनी होगी। वांछित इन सभी दस्तावेज में किसी प्रकार की कमी पाई जाती है तो उसके लिए सम्बन्धित फर्म स्वयं जिम्मेदार होगी।
3. संवेदक को प्रति माह बिल उप कुलसचिव, सामान्य प्रशासन विभाग द्वारा प्रमाणित करवाकर वाहन लॉगबुक तथा कार्यादेश एवं अन्य अनुसंलग्नों सहित लेखा एवं वित्त शाखा में प्रस्तुत करने पर भुगतान किया जायेगा तथा संवेदक द्वारा किये गए कार्य के सम्बन्ध में किसी भी विभाग/कार्यालय से लिखित शिकायत प्राप्त होने पर शास्ति लगाई जायेगी।
4. नियमानुसार आयकर /अन्य कर की कटौती की जायेगी।
14. **निर्णित हर्जाना (Liquidated Damages) शास्ति :-** किसी माह में किराये पर वाहन उपलब्ध कराने का कार्य अपूर्ण अथवा मांगानुसार वाहन उपलब्ध नहीं कराये जाने पर असन्तोषजनक रहने की स्थिति में हर्जाना/शास्ति 10 प्रतिशत राशि तक अथवा शर्तों में प्रावधान अनुसार उस माह के बिल में से काट ली जावेगी।
15. **मूल्य समायोजन (Price Adjustment) डीजल की दरों में नियमित परिवर्तन की दृष्टिगत समिति द्वारा प्रत्येक तिमाही के अन्त में डीजल की दरों का विश्लेषण किया जा सकेगा एवं निविदा में स्वीकृत न्यूनतम दर का 50 प्रतिशत डीजल प्रभार मानते हुये समिति द्वारा तिमाही में हुये डीजल की दरों में अन्तर के अनुसार डीजल प्रभार में अनुपातिक परिवर्तन की अभिशंषा की जा सकेगी। डीजल प्रभार में 10 प्रतिशत या अनुपातिक परिवर्तन होने पर ही मूल्य समायोजन स्वीकृत किया जा सकेगा। डीजल के मूल्य में बढ़ोतरी/घटोतरी होने पर समायोजन की गणना के मापदण्ड का आधार निम्न प्रकार होगा :-**
  1. डीजल मूल्य के समायोजन हेतु निविदा प्रस्तुतिकरण की आखिरी तारीख की डीजल की दरें बुनियादी मूल्य आधार होगी।
  2. डीजल की कीमतों में 10 प्रतिशत से ज्यादा बढ़ोतरी या घटोतरी होने पर ही मूल्य समायोजन लागू होगा।
  3. डीजल मूल्य समायोजन के लिये कुल बिल की राशि का 50 प्रतिशत तक की सीमा में भारित (Weightage) होगा।
  4. डीजल का मूल्य दर रूपये में (Round off) किया जायेगा। डीजल की दरें अगर 50 पैसे या उससे कम है तो उसे पीछला रूपये मूल्य माना जायेगा और यदि 50 पैसे से अधिक है तो उसे अगले पूर्ण रूपये की राशि में परिवर्तित किया जायेगा। उदाहरण के तौर पर यदि डीजल दर 100.35 पैसे प्रति लीटर है तो 100/- रू. प्रति लीटर और यदि 100.56 पैसे है तो 101/- रू. गणना हेतु माना जावेगा।
  5. डीजल की उपयोग मात्रा निकालने हेतु A श्रेणी वाहनों के लिये 12 कि.मी. प्रति लीटर, B श्रेणी के वाहनों के लिये 10 कि.मी. प्रति लीटर तथा C श्रेणी के वाहनों हेतु 08 कि.मी. प्रति लीटर औसत परिचालन मानते हुये गणना की जावेगी।

6. डीजल की दरें जयपुर शहर की मान्य होंगी तथा पेट्रोल के वाहन पर मूल्य समायोजन नहीं होगा।
  7. मूल्य समायोजन बुनियादी दरों के 10 प्रतिशत प्रमाणित विचरण (Standard Variation) उपरान्त देय होगा। उदाहरण के तौर पर यदि बुनियादी दरें 100/- रु. प्रति लीटर है तथा दरें बढ़कर 115/- रु. हो जाती हैं तो प्रति लीटर 5/- रु. अतिरिक्त देय होंगे।
  8. ठेकेदार द्वारा प्रत्येक त्रिमास के समाप्ति पर 15 दिवस में मूल्य समायोजन हेतु बिल प्रस्तुत करना होगा जिसके साथ डीजल का बिल प्रत्येक परिवर्तन पर सबूत के तौर पर संलग्न करेगा। मूल्य में कमी होने पर यदि ठेकेदार समायोजन बिल प्रस्तुत नहीं करता है तो विश्वविद्यालय स्वयं के स्तर पर एक प्रतिशत अतिरिक्त कटौति के साथ समायोजन कर सकेगा।
16. अनुबन्ध प्रबन्धन समिति – समिति में उप-कुलसचिव (लेखा एवं वित्त)/लेखाधिकारी, उप-कुलसचिव (सामान्य प्रशासन) तथा परीक्षा नियंत्रक जो अनुबन्ध की पालना निगरानी एवं मूल्य समायोजन कर समीक्षा कर अनुशाषा करेगी।
  17. अनुबन्धित फर्म द्वारा परीक्षा एवं अन्य कार्यों के उपयोग हेतु प्रदान किये जाने वाले वाहनों की गन्तव्य स्थानों की निगरानी के लिये विश्वविद्यालय के अधिकृत अधिकारियों के लिये वाहनों से संबंधित स्वयं के खर्च पर जी.पी.आर.एस. सिस्टम/ जी.पी.एस सिस्टम को मोबाइल एप पर जोड़ना होगा।

**18. Correction of arithmetic 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:

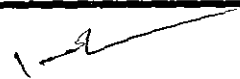
- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point 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 clause (a) and (b) above.
- (iv) 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.

**19 Procuring entity's right to vary quantity / units:**

- I. The units originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- II. If the University of Rajasthan, Jaipur gives work order less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- III. If the Bidder fails to deliver, the University of Rajasthan, Jaipur shall be free to arrange/procure the works and the extra cost incurred shall be recovered from the Service Provider.

**20 Dividing quantities among more than one bidder :**

Name & Signature of the Bidder with Seal



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 as lowest.

## **21 Grievance redressal during procurement process:**

- (i) The designation and address of First Appellate Authority is: - Vice-Chancellor, University of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.
- (ii) The Designation and address of the Second Appellate Authority is Secretary/Principal Secretary, Higher Education Department, Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.

### **(iii) 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 of 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 ground 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.

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

- (iv) 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.

### **(v) 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) Provision 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.

### **(vi) Form of Appeal**

- (a) An appeal under Para (1) or (3) above shall be in the Form **(BF-VII)** 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.
- (vii) Fee for filling 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.
- (viii) Procedure for disposal of appeal**
- (a) The first appellate authority or second appellate authority, as the case may be, upon filling 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 free of cost.

The order passed under sub-clause (c) above shall be placed on the State Public procurement Portal.

## **22 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 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 any-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 part 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.

A Bidder may be considered to be in conflict of interest with one or more parties in 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 specification of the Goods, Works or Services that are the subject of the Bid; or 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.

23. The agreement may be terminated at any time on default in service or without assigning any reasons by the University.

**24. Dispute settlement mechanism:**

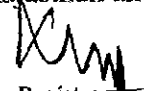
All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Vice-Chancellor, University of Rajasthan, Jaipur and the decision of the Vice-Chancellor, University of Rajasthan, Jaipur shall be final as per bid terms and conditions.

If any dispute arise 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 Vice-Chancellor, University of Rajasthan, Jaipur who will appoint his senior most Syndicate, University member as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. All the proceedings of the dispute shall be under the provisions of The Arbitration and Conciliation Act, 1996 & amendments till date here to.

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the Vice-Chancellor, University of Rajasthan, Jaipur in the matter shall be final and binding.

**25. Legal Jurisdiction: -**

All legal proceedings, if necessary arise to institute may by any of the parties (University or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

  
Registrar  
University of Rajasthan  
Jaipur



## अध्याय-9

### अनुबन्ध की विशेष शर्तें (Special Conditions of Rate Contract) (SCC)

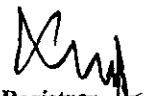
1. मॉडल : किराये पर उपलब्ध कराये जाने वाले वाहन 2018 या इसके बाद का मॉडल होना चाहिये।
2. निविदादाता द्वारा उपलब्ध कराये जाने वाले वाहन राजस्थान विश्वविद्यालय सीमा के बाहर जाने पर रात्रि प्रभार प्रति राशि रु. 200/-, पार्किंग शुल्क, अल्पावधि अन्तर्राज्यीय एवं टोल टैक्स की रसीद प्रस्तुत करने पर राजस्थान विश्वविद्यालय द्वारा उनका भुगतान किया जावेगा।
3. वाहनों के चालक निर्धारित वर्दी में होने चाहिये। वाहन साफ-सुथरा, बिना किसी स्क्रैच तथा वाहनों में पानी की बोतल की व्यवस्था भी रखनी होगी।
4. जयपुर से बाहर जाने पर रात्रि चार्ज 200/- रु. प्रति रात्रि देय होगी परन्तु ऐसे मामलों में प्रति घण्टे की दर लागू नहीं होगी। परन्तु न्यूनतम 250 कि.मी. प्रतिदिन पर भुगतान देय होगा।
5. टोल टैक्स, पार्किंग टैक्स दरों में सम्मिलित नहीं है। परन्तु रसीद/संदेश संलग्न करना होगा।
6. समय व कि.मी. की गणना राजस्थान विश्वविद्यालय कैम्पस से की जायेगी।
7. रात्रि चार्ज की गणना रात्रि 12.00 बजे से होगी।
8. लॉग बुक (BF-X) में किराये पर लिये गये वाहनों के कि.मी. का स्पष्ट ब्यौरा प्रयोगकर्ता एवं वाहन चालक के सहयोग से देना होगा और सत्यापित करना होगा। बिना लागबुक के बिल स्वीकार नहीं किये जाएंगे।
9. वाहन चालक द्वारा निर्धारित ड्यूटी स्लिप एवं लॉग बुक रखनी होगी, जिसे प्रयोगकर्ता द्वारा भरनी होगी एवं प्रयोगकर्ता द्वारा नाम व पद सहित प्रामाणित किया जना आवश्यक होगा।
10. भुगतान के लिये बिल प्रस्तुत करते समय दो प्रतियों में ड्यूटी स्लिप व लॉग बुक की प्रामाणित फोटोप्रति प्रस्तुत करनी होगी व बिल पर जी.एस.टी. क्रमांक अनिवार्य होगा। बिल 1 माह में प्रस्तुत करने होंगे।
11. कुलसचिव/वित्त नियंत्रक एवं वित्तीय सलाहकार/परीक्षा नियंत्रक/उप-कुलसचिव (सामान्य प्रशासन)/सहायक कुलसचिव/अनुभागाधिकारी (सामान्य प्रशासन) की लिखित अथवा दूरभाष अनुमति के बिना आप द्वारा किसी को भी वाहन उपलब्ध नहीं कराये जायेंगे। इसके अभाव में विश्वविद्यालय भुगतान करने के लिये उत्तरदायी नहीं होगा। मौखिक आदेश को लिखित आदेश में परिवर्तन करवाना होगा। दूरभाष व मौखिक वाहनों के निर्देशों की पुष्टि वाहन स्वाना होने तथा उसी दिन फर्म द्वारा सा.प्र. अनुभाग को सूचना प्रदान करनी होगी उसके आधार पर सामान्य प्रशासन लिखित में आदेश जारी करेगा। विश्वविद्यालय कार्य हेतु कोई विभाग/इकाईयां सामान्य प्रशासन अनुभाग की अनुमति से अनुबन्धित फर्म से उपयोग हेतु वाहन लिया जाना आवश्यक होगा।
12. डीजल की दरों में बढ़ोतरी/घटोतरी होने पर अनुबन्ध की सामान्य शर्त संख्या 15 अनुसार मूल्य समायोजन किया जावेगा।
13. समय की गणना रेलवे समय के समयानुसार 0 घन्टे से होगी।
14. यदि फर्म द्वारा 05 वर्ष कार टैक्सी आदि एवं 07 वर्ष लोडिंग वाहन से पुराने वाहन उपलब्ध कराये जाते हैं तो बिल का 10 प्रतिशत पैनल्टी के रूप में काट लिया जायेगा।
15. परीक्षा कार्यों के लिए उपयोग में लिये जाने वाले वाहनों के आदेश स्पष्ट देने होंगे जिस पर वाहन का रूट, मय यात्रा स्थान वाहन का प्रकार व जाने वाले व्यक्ति का नाम एवं विभाग का नाम भी देना होगा। परीक्षा कार्य से सम्बन्धित समस्त वाहनों के बिलों पर परीक्षा नियंत्रक महोदय द्वारा प्रामाणित किया जाना आवश्यक होगा।

16. वाहन पूर्णतया साफ सुथरा आरामदायक होना अनिवार्य है। किराये पर उपलब्ध कराये जाने वाले वाहन अच्छे कन्डीशन एवं मजबूत होना अनिवार्य है। इसके अभाव में उस वाहन के बिल में से 10 प्रतिशत की कटौती की जायेगी। वाहन का ब्रेक, लाईट, वेटा, Hour मीटर आदि अच्छी व सही दालत में होगा चाहिए। वाहन का शीमा, पी.यू.सी., रोड टैक्स इत्यादि का सम्पूर्ण दायित्व फर्म का होगा अन्यथा इसके अभाव में किसी भी विधिक वाद या विवाद की जिम्मेदारी फर्म की होगी। समस्त दस्तावेजों की प्रमाणित फोटो कॉपी कुलसचिव कार्यालय का वाहन उपलब्ध कराने के एक दिवस पूर्व में प्रस्तुत करनी होगी।
17. वाहनों का माईलोमीटर/Hour मीटर नियमित रूप से सही रखा जाना आवश्यक है। जिसका गैराज अभियन्ताओं या अन्य ऑथोरिटीज द्वारा निरीक्षण किया जा सकता है। सही नहीं पाये जाने पर 300/- रु. प्रति दिवस शास्ति लगायी जावेगी।
18. ठेकेदार द्वारा दर अनुबन्ध संपादित करते समय वाहनों की श्रेणीवार सूची मय पंजीयन कागजात प्रस्तुत करनी होगी।
19. किसी फर्म/फर्मों द्वारा कार्य सम्पादन में व्यवधान डालने के प्रयास दण्डनीय होंगे तथा इस बाबत कुलपति, राजस्थान विश्वविद्यालय, जयपुर द्वारा लिया गया निर्णय अंतिम एवं मान्य होगा।
20. किसी फर्म का कार्य संतोषजनक न होने पर एवं उसे इस आशय के तीन या तीन माह से अधिक चेतावनी पत्र प्राप्त हुए तो उसे इस सूची से बाहर कर दिया जावेगा एवं नियमानुसार उचित कार्यवाही की जावेगी। ऐसी फर्म अगले सत्र के इस प्रकार के कार्यों से सम्बन्धित निविदा में भाग लेने योग्य नहीं पायी जावेगी व काली सूची में डालने की कार्यवाही की जावेगी।
21. किराये पर उपलब्ध करवाये जाने वाले वाहनों की संख्या विश्वविद्यालय द्वारा आवश्यकतानुसार घटाई या बढ़ाई जा सकती है। अतिरिक्त वाहन की मांग पर आदेश/निर्देश होने के बाद शीघ्र वाहन उपलब्ध कराना होगा। न्यूनतम दरदाता द्वारा आदेश/निर्देशों पर वाहनों की आपूर्ति नहीं करने एवं शिकायतों पर विश्वविद्यालय अन्य फर्मों को भी आवश्यकतानुसार कार्यादेश देने के लिए स्वतंत्र होगा जिसके लिए न्यूनतम दरदाता फर्म की कोई शिकायत/क्लेम/शर्त मान्य नहीं होगी।
22. वाहन चालक का सम्बन्धित श्रेणी का मोटरयान चलाने का वैध व्यवसायिक लाईसेन्स होना आवश्यक है, चालक को जयपुर शहर के रास्तों की जानकारी एवं उसका व्यवहार अच्छा होना आवश्यक है। किसी भी प्रकार के दुर्व्यहार की स्थिति में सेवा असंतोषजनक मान ली जावेगी। चालक द्वारा वाहन चलाते समय धूम्रपान का सेवन व अन्य किसी प्रकार का नशा नहीं करना चाहिए। वाहन चालक से सम्बन्धित सभी दायित्वों जैसे वेतन, भत्ते, बीमा, स्वास्थ्य लाईसेन्स एवं श्रम कानूनों सम्बन्धी इत्यादि की समस्त जिम्मेदारी फर्म की होगी। यदि किसी दिन उपयोगकर्ता अधिकारी चालक के असंतोषजनक व्यवहार/खराब ड्राईविंग/धूम्रपान/किसी प्रकार का नशे/आदेशों की अवहेलना/जान-बूझकर वाहन के लेट रिपोर्ट करने/निर्देशों के बाद भी गन्तव्य पर इन्तजार न करने/प्रातः लेट रिपोर्ट करने/सांय यूजर अधिकारी द्वारा निर्दिष्ट समय से पूर्व चले जाने इत्यादि की रिपोर्ट करते हैं तो 500/- रु. की शास्ति वसूल की जायेगी एवं यूजर अधिकारी के 'कार्य नहीं किया गया' नोट डालने पर उस दिवस का भुगतान न देकर 500/- रु. की शास्ति वसूली की जायेगी।
23. कार्य के सुस्पष्ट एवं विसंगतिहीन प्रमाणीकरण उपयोगकर्ता द्वारा लॉगबुक पर किया जावेगा।
24. फर्म के वाहन में समुचित डीजल/ल्यूब्रिकेंट की व्यवस्था रखनी होगी। वाहन उपयोग के समय आकस्मिक रिपेयर की अवस्था में वैकल्पिक व्यवस्था निविदादाता को तुरन्त करनी होगी। नहीं करने की स्थिति में अनुपातित रूप से कटौती की जाकर 500/- रु. की शास्ति भी वसूल की जायेगी।
25. फर्म को यूजर अधिकारी द्वारा कि.मी./समय का प्रमाणिकरण करवाना होगा एवं उप कुलसचिव, सा.प्र. से प्रतिहस्ताक्षर कराने होंगे।
26. प्रति दिवस वाहन संचालन की अवधि कार्यादेश में अंकित अनुसार होगी। जिसमें फर्म को नगर निगम की आवश्यकता के अनुसार कार्य सम्पादित करना पड़ेगा। वाहन को निर्धारित अवधि से अधिक काम में लिया जा

सकता है। जिसका अनुपातिक रूप से या वार्षिक दर अनुबन्ध से दोनों में से जो भी लागू होगा भुगतान किया जावेगा तथा कम कार्य करने पर कम किये गये कार्य के घण्टों की कटौती समानुपातिक रूप से काटी जा सकती है। जिसके लिए फर्म मना नहीं कर सकेगी। 12 घण्टों से अधिक काम में लेने पर निगम (राजस्थान विश्वविद्यालय) से स्वीकृति लेना वांछित रहेगा एवं 12 घण्टों से अधिक कार्य करने पर फर्म द्वारा मना करने पर 1000/- रु. की प्रति दिवस की शास्ति लगाई जावेगी तथा उस दिवस का भुगतान देय नहीं होगा।

27. फर्म द्वारा समस्त शास्तियाँ, अनुस्थित दिवसों आदि की गणना स्वयं कर कटौती स्वयं के स्तर पर करते हुए बिल प्रस्तुत करना होगा। निगम द्वारा कोई कटौती किये जाने पर निगम स्तर पर की गई कटौती की दौगुनी राशि काटी जावेगी।
28. वाहन को गैराज अधिकारी के निर्देशानुसार यूजर अधिकारी को उसके द्वारा निर्देशित स्थान समय पर रिपोर्ट करना होगा। निर्देशित स्थान व समय पर वाहन का रिपोर्ट नहीं करने पर 500/- रु. प्रति वाहन, प्रति दिवस शास्ति लगाई जावेगी।
29. निविदा में एक फर्म एक ही नाम से भग ले सकेगी। एक से अधिक नामों के लिए टेण्डर स्वीकार नहीं किया जावेगा।
30. दर संविदा की अनुबन्ध की अवधि कार्यादेश से 02 वर्ष के लिये होगी। तदुपरान्त आवश्यकता पडने पर अनुबन्ध काल की अवधि आर.टी.पी.पी. नियम 2013 एवं एक्ट 2012 के अनुसार वृद्धि कर आपसी सहमती से बढ़ाई जा सकती है। श्रीमान कुलपति, कुलसचिव या वित्त नियंत्रक, राजस्थान विश्वविद्यालय, जयपुर को किसी भी समय बिना कारण बताये अनुबन्ध को निरस्त करने का अधिकार होगा।
31. कार्य की सुदृढ व्यवस्था की दृष्टि से समय-समय पर विश्वविद्यालय द्वारा जारी निर्देशों की पालना हेतु निविदादाता बाध्य होगा।
32. वाहन की लॉग बुकें स्टोर इन्चार्ज/उप-कुलसचिव (सामान्य प्रशासन) कार्यालय से सत्यापित कराकर ही काम में लेनी होगी अन्यथा प्रति लॉगबुक 500/- रु. शास्ति लगाई जावेगी।
33. वाहन की दुर्घटना होने पर सभी प्रकार के पुलिस अथवा न्यायिक प्रसंगों के लिए फर्म स्वयं जिम्मेदार होगी। इनसे सम्बन्धित किसी भी प्रकार के क्लेम/दायित्वों के लिए राजस्थान विश्वविद्यालय उत्तरदायी नहीं होगा।

शेष शर्तें आर.टी.पी.पी. अधिनियम 2012 एवं RTPP Rules-2013 के अनुसार लागू होंगी।

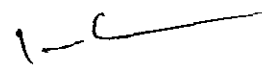
  
Registrar  
University of Rajasthan  
Jaipur

अध्याय 10  
निविदा के प्रारूप  
(Bidding Forms) (B F)

Index of Bid Form

S. No.	Name of Bid Form	Bid Form No.	Remarks
1.	Technical Bid Submission Sheet (Cover A)	BF-I	
2.	Form of Bid-Securing Declaration	BF-II	
3.	Declaration by the Bidder regarding Qualifications	BF-III	
4.	Average Gross Annual turn over statement	BF-IV	
5.	Work experience of Firm	BF-V	
6.	Format of affidavit for EM-II	BF-VI	
7.	Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	BF-VII	
8.	Authorisation of Bidder by the Firm	BF-VIII	
9.	Financial Bid Form	BF-IX	
10.	Daily Log sheet for Hired Taxi/Bus Vehicles	BF-X	
11.	Verification of Bid	BF-XI	

Name & Signature of the Bidder with Seal



Page 26

(To be submitted on Firms' letter head in Hard Copy before the time & date of Bid Submission)

**Technical Bid Submission Sheet (Cover A)**

Date: .....

NIB No.....

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](mailto:www.registraruor@yahoo.com) & [www.accountsuorjaipur@yahoo.in](mailto:www.accountsuorjaipur@yahoo.in)

We, the undersigned, declare that:

1. I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by Registrar, UOR, Jaipur for the Contract for Hiring Of Vehicles ..... and agree to abide by all the Terms & Conditions set forth therein.
2. I/We declare that we are participating in this bid in the capacity of .....(service Provider)..... I/We enclose valid Dealer and registration of firms from GST Department.  
I/We further declare that the rates offered by us shall remain valid for the entire period of the rate contract and shall reduce the rates, if the rates are reduced for any other Service Provider / Firm during this period.
3. I/We have examined and have no reservations to the Bidding Document of NIB no.....dated.....including Addenda/Clarification No.:..... We offer Hiring Of Vehicles of Campuses in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply, the following Related Services:.....Name the services.....
4. Our Bid shall be valid for a period of 90 days from the date of technical bid opening in accordance with the Bidding Document, and it shall remain bidding upon us and may be accepted at any time before the expiration of that period. However, validity may also be extended with mutual consent;
5. If our Bid is accepted, we commit to submit a Performance Security in the amount of 5% percent of the contract price or as specified in Bid Document for the due performance of the contract;
6. Our firm, including any subcontractors or Service Provider for any part of the contract, have nationalities from the eligible countries;
7. I/We are not participating, as Bidders, in more than one Bid in this bidding process, in the bidding document;

Name & Signature of the Bidder with Seal

Page 27

8. Our firm, its affiliates or subsidiaries, including any subcontractors or Service Providers has not been debarred by the State Government or the Procuring Entity;
9. I/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;
10. I/We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive;
11. I/We agree to permit the Registrar, UOR, JAIPUR or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Registrar, UOR, JAIPUR;
12. I/We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;
13. My/our Hiring Of Vehicles .....(Name of work).....fully comply with the scope of work as per Bid.
14. The following documents are enclosed: -
  1. DD/ Banker Cheque of Rs. 1000/- in favour of Registrar as Bid document cost.
  2. DD/ Banker Cheque of Rs 1500/- in favour of MD, RISL, Jaipur as Processing Fee.
  3. DD/ Banker Cheque of Rs 1.50 Lakhs in favour of Registrar as Bid Security or Form of Bid Security declaration..

**I/we understand that our bid will liable to be declared non responsive in case of any deficiency in fulfilment of above requirements on our part.**

15. I/we accept all the terms, conditions and provisions of this bid document.

Name/Address.....  
 In the capacity or.....(Designation).....  
 Signed.....  
 Duly authorized to sign the Bid for and on behalf of.....(Name of Firm).....  
 Date.....  
 Tel:.....Fax:.....e-mail:.....

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To,

Registrar/CF&FA,  
University of Rajasthan  
JLN Marg, Jaipur-302004

Sir,

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid;
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of:-----

Duly authorized to sign the bid for and on behalf of:

Dated on..... day of .....

Corporate Seal .....

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

(Shall be submitted on letter head of firm)

**Declaration by the Bidder regarding Qualifications**

I/We M/s. .... represented by its Proprietor/managing Partner/Managing Director/ Partner having its Registered Office at ..... and its workshop offices at ..... do declare that I/we have carefully read all the conditions of bid no. .... Dated.....including all the amendments in..... Ref. ....for Hiring Of Vehicles contract for University of Rajasthan, Jaipur the year 2022-23 and accepts all conditions of bid including amendments, if any.

I/We agree that the Registrar, UOR, Jaipur may forfeit bid security and or performance security and debar me/us for a period specifying in orders, if any information/document furnished by us is proved to be false/fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in bid, GCC/SCC and other relevant documents.

In relation to my /our bid submitted to Registrar, University of Rajasthan, JLN Marg, Jaipur-302004 for procurements of Hiring Of Vehicles .....(name of work / service) .....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 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 subjected 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 statement or misrepresentations as 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:**



(On Firm's letter head)

**Average Gross Annual turn over statement**

The Average Gross Annual Turnover of M/s.....(Name of Firm)..... and address ..... for the best three years out of part five years are given below and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2018-19	
2.	2019-20	-
3.	2020-21	-
4.	2021-22	
5.	2022-23	-
Total		- Rs. _____ Lakhs

Average gross annual turnover - Rs. \_\_\_\_\_ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal  
Chartered Accountant  
(Name & Address)  
Tel. No.  
Mob. No.



(On Firm's letter head)

**Format of affidavit for EM-II**

(T&C No. 6 (v), 11(iii))

I/We.....(Name).....S/o.....(Name).....Aged.....  
Yrs..... residing at .....(Address)..... Proprietor/Partner/Authorized Director of  
M/s .....(Name of MSME Unit)..... do hereby solemnly affirm and declare that:

- (a) My/Our above noted enterprise M/s .....(Name of Firm).....has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Centre.....(Name & Address with District & State)..... The acknowledgement No. is ..... dated .....and has been issued for Manufacture of following service/items.
  - (i)
  - (ii)
  - (iii)
  - (iv)
  - (v)
- (b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- (c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place.....

Date.....

**Signature of Proprietor/Director  
Authorized Signatory with Rubber  
Stamp and date**

(On Firm's letter head)

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

[See rule 83 of RTPP ]

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 that 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. Ground of appeal:

.....

.....

.....

.....(Supported by an affidavit)

7. Prayer:

.....

.....

.....

Place .....

Date .....

**Appellant's Signature**

*(On the letterhead of the firm authorized)*  
**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](http://www.registraruor@yahoo.com) & [www.accountsuorjaipur@yahoo.in](http://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  
Hiring Of Vehicles 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).....

**Daily Log sheet for Hired Taxi/Bus Vehicles**  
(To be filled and Signed in Triplicate)

Name & Address of the Contractor:.....  
 Name of Vehicle:.....  
 Name of Driver:.....

Vehicle No.	Date	Duty Start Time	Reporting Place	Opening Kms. Reading	Details of Journeys undertaken	Closing KMs. Reading	Total KMs Travelled (figures and words)	Closing Time
1	2	3	4	5	6	7	8	9

Note of user officer.....  
 .....

Place: (Signature of Driver) (Signature & Seal of User)  
 Date: Licence No. Name:  
 Mobile No. Designation:  
 Mobile No.



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.





SELF DECLARATION

Ref. :  
To,

Date :

The Registrar,  
University of Rajasthan  
Jaipur (Rajasthan)  
Pin - 302004.

Dear Sir,

In response to the Bid No. \_\_\_\_\_ Date \_\_\_\_\_ as  
Owner/Partner/Director \_\_\_\_\_ of

1. I/We hereby declare that our Agency \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or of a particular period of time.
2. I/We M/s. \_\_\_\_\_ (Name of the Company) are not blacklisted in any Department of Government of Rajasthan/Government of India/by any University/Public Enterprises.
3. I/We further undertake that our partner M/s. \_\_\_\_\_ (Name of Firm/Company) having office are also not blacklisted in any Department of Government of Rajasthan Government of India/ by any University/Public Enterprises.
4. I/We hereby declare that there are no pending cases against M/s. \_\_\_\_\_ (Name & Address of Bidder) with Government of Rajasthan or any other court of law.
5. I/We hereby declare that Bidder's company or Director/Owner of the Company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean (Economical & Criminal) as on 1st April, 2013.

Name of the Bidder:

Signature:

Seal of the Organization:

## Appendix A: Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract
- II. If a question, difference or objection arise in connection with or out of the contract agreement or the meaning of operation of any part the reoffer the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs.50000/-. Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. Head of the Department Level Committee: to address disputes in contracts of value upto Rupees One Crore:

The Committee shall Constitute.

- I. V. C.
  - II. Comptroller Finance
  - III. Registrar as Member Secretary
2. Administrative Secretary Level Committee: to address disputes in contracts of value of more than Rupees One Crore:

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Registrar, Member-Secretary.

- BI. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees. 10 Crore which remain unresolved through the Dispute Resolution Committee.
- IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated Jaipur in Rajasthan and not elsewhere.
- V - Procedure of reference to the Dispute Resolution Committee:

The Supplier shall present his representation to the UOR, JAIPUR along with a fee equal to two percent of the amount of dispute; not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the UOR, JAIPUR.

## 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 of any material benefit either directly or indirectly in exchange for unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) No indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with and intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion indulging 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 interest that could improperly influence that party's performance of official duties of responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in a 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 purpose of the Bid; or
  - d. Have a relationship with each other, directly or through common third parties, that puts another bidders, 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.

**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 of 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 officers, not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing 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 qualification to into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date

Signature of bidder

Place:

Name:

Designation:

Address

## **Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is - Vice-Chancellor, University of Rajasthan, Jaipur or as decided by the Govt. of Rajasthan.

The designation and address of the Second Appellate Authority is Secretary/ Principal Secretary, Higher Education Department, Govt. of Rajasthan Secretariat, Jaipur or as decided by the Govt. of Rajasthan.

### **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 there under, he may file an appeal to the First Appellate Authority as specified in the bidding document, within a period of ten days from the date of such decision, action, or 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:

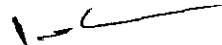
providing further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2- The officer to whom an appeal is filed under para (a) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within a period of 30 days of the date filling of the appeal.
- 3 If the officer designated under para (a) fails to dispose of the appeal within the period specified in para(B) 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 the Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the specified in para(b) or date of receipt of the order passed by the first Appellate Authority, as the case may be.

### **4-Appeal not be 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) Provision limiting participation of Bidders in the bidding process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;



(e) Applicability of the provision of confidentiality.

**5- From and procedure of filing an appeal**


- (a) An appeal under para(1) or (3) shall be in the annexed Form along with as many copies as there are respondents 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.
- (b) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post of 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 appeals**

- (a) The First Appellate Authority or Second Appellate 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 there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records of copies there of 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 the State Public Procurement Portal.



## अध्याय-6

निविदा का आंकड़ा-पत्रक  
(Bid Data Sheet)

Point No.	Description
<b>1.</b>	<b>Introduction</b>
1.1	NIB No..... dated .....
	The Procuring Entity is:- <b>Registrar, University of Rajasthan, Jawahar Lal Nehru Marg, Jaipur-302004</b>
1.2	The contract is for Hiring of Vehicles on Annual Rate Contract on Demand Basis in University of Rajasthan, Jaipur.
1.3	The contract period shall be 24 months. The extension shall only be for maximum 3 months.
<b>2.</b>	<b>Bidding document</b>
2.1	Bids are invited from eligible firms.
2.2	The price of the bidding document is:- Rs. 1000/- & E-Tender processing Fee Rs.1500/- in favour of MD, RISL, Jaipur
2.4	Bid Security:- 2 % Rs.1.50 Lakhs or Form of Bid-Securing Declaration <b>(BF-II)</b> on Estimated cost Rs. 75.00 Lakhs
2.5	The Pre-bid meeting will be held at 3.00 PM on 19-02-2024 in Old HRDC Hall, University of Rajasthan, JLN Marg, Jaipur-302004
2.6	Last date for Issuance of Bid Document:- on dated 15-02-2024 up to 11.30 A.M.
2.7	Last date & Time for submission of Bids:- on dated 26-02-2024 up to 12.30 P.M. Date & Time of opening of (Technical Bid) Bids:- on dated 26-02-2024 up to 2.00 P.M.
2.8	Joint venture will not be allowed.
	Address for Correspondence and Clarifications:- Registrar/CF&FA University of Rajasthan, J.L.N. Marg, Jaipur (Rajasthan) 302004 Tel. No. 0141-2706813/0141-2710978 Email Address:- www.uniraj.ac.in
<b>3.</b>	<b>Preparation of Bids</b>
3.1	The Bidder shall submit with its Technical Bid Submission Sheet <b>(BF-I)</b> the following documents: 1. Bid Security, Bid document cost and RISL processing fee (DD / Banker Cheque or declaration for Bid Security) 3. Declaration by the Bidder Regarding Qualifications <b>(BF-III)</b> 2 The average gross annual turnover of the bidder shall be as per format for last three years. <b>(BF-IV)</b> 4. Bidders shall have to submit a valid GST Registration Certificate and GST clearance certificate from the concerned Officer or affidavit and the 'PAN' issued by Income Tax Department.

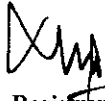
Name & Signature of the Bidder with Seal

Page 12

	5. Any other required as mentioned in Technical Bid submission letter.
3.2	The Bidder shall submit <b>Financial Bid only online on portal</b> as per Financial Bid (BF- IX)
3.3	Alternative Bids are not permitted.
3.4	The currency of the Bid shall be the Indian Rupee.
3.5	The Bid validity period shall be 90 days from the opening of Technical Bid.
3.6	The scanned copy of complete Bid document filled and signed on each page as per ITB and other requirements shall be electronically uploaded on website <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> within the prescribed Bid submission period. <b>Please note that physical submission of bid document shall not be accepted.</b>
3.7	Any Authorisation to sign on behalf of the Bidder shall consist of Power of Attorney by the Bidder or the change in bidder shall be resolved by the firm / company which shall be immediately communicated to the University.
<b>4.</b>	<b>Submission and Opening of Bids</b>
4.1	The address of Procuring Entity's :- Registrar/CF&FA University of Rajasthan, J.L.N. Marg, Jaipur (Rajasthan) 302004 Tel. No. 0141-2706813/0141-2710978 Email Address:- <a href="http://www.uniraj.ac.in">www.uniraj.ac.in</a>
4.2	The deadline for Bid submission is: Date: 26-02-2024 Time.12.30 P.M.
4.3	The Bid opening shall take place at: Syndicate Hall, University of Rajasthan, J.L.N. Marg, Jaipur (Rajasthan) 302004 Tel. No. 0141-2706813/0141-2710978 Email Address:- <a href="http://www.uniraj.ac.in">www.uniraj.ac.in</a> Technical bids received till the scheduled date and time will be opened by a Procurement Committee constituted by University of Rajasthan, Jaipur in the presence of bidders. The date of opening of financial bid will be communicated separately through website.
<b>5</b>	<b>Award of Contract</b>
5.1	(1) The procuring entity may reduce the specified contract period. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity/units/period of service indicated in the bidding documents the bidder shall not be entitled for any claim or compensation. (2) The quantity/ units can be divided among more than one Bidder at the price of the lowest evaluated Bid as per provision of parallel contract.
5.2	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days by the successful firm from the date of acceptance of offer on non judicial stamp of requisite denomination.




5.3	The Performance Security shall be required @5 % of the value of Tender in favour of Registrar, University of Rajasthan, Jaipur.
<b>6</b>	<b>Redressal Grievances during Procurement Process</b>
6.1	<p>(1) The designation and address of First Appellate Authority is: - Vice-Chancellor, University of Rajasthan, JLN Marg, Jaipur-302004 or as decided by the Govt. of Rajasthan. Telephone No. 0141-2707863</p> <p>(2) The Designation and address of the Second Appellate Authority is Principal Secretary/Secretary, Department of Higher Eductaion, Govt. of Rajasthan, Secretariat, Jaipur or as decided by the Govt. of Rajasthan.</p>
6.2	<p><b>Name &amp; Address of the Bidder:</b>  <b>Name and Designation.....</b></p> <p><b>M/S .....</b></p> <p><b>Telephone No.....</b></p> <p><b>Telegram Code ..... Fax No. ....</b></p> <p><b>Mobile No .....</b></p> <p><b>E-mail address .....</b></p>

  
 Registrar  
 University of Rajasthan  
 Jaipur

**अध्याय-7**  
**पात्रता एवं मूल्यांकन के मानदण्ड**  
**(Qualification and Evaluation Criteria)**

1. The bidder may be a proprietor/ firm/ company/ travel agency etc. and should furnish a copy of registration certificate in support thereof.
2. The firm should have minimum one year regular supply of vehicles & transportation work to any government department/ undertaking/ institution etc. in last five financial years as experience of working satisfactorily. Certificates from existing/past employers should be enclosed, in this regard.
3. The firm should have a gross average annual turnover of at least 30.00 Lakhs for three financial years out of last five financial years. (2018-19 onward)
4. The bidders shall have to submit a valid GST Registration No. along with copy of GST Clearance Certificate 2022-23 and the 'PAN' No. issued by Income Tax Department (copy of both document may be enclosed).
5. Bidder shall submit gross average annual turnover statement **(BF-IV)** certified by CA.
6. Bidder shall submit declaration by the bidder regarding Qualifications **(BF-III)**.
7. निविदा के योग्यता मापदण्ड (Eligibility Criteria) का आंकलन उपापन समिति द्वारा किया जावेगा तथा योग्यता मापदण्ड में निविदादाता को सफल होना अनिवार्य है। यदि किसी निविदादाता द्वारा उक्त तकनीकी मापदण्डों की पूर्ति नहीं की जाती है तो इस सम्बन्ध में निविदादाता से कोई भी स्पष्टीकरण नहीं लिया जावेगा तथा उपापन समिति द्वारा उक्त फर्म को अयोग्य घोषित करते हुए अन्य योग्य फर्मों की वित्तीय निविदा खोली जावेगी।
8. तकनीकी दृष्टि से पात्र पाये गये सभी निविदादाताओं की वित्तीय निविदाएं खोली जावेगी। न्यूनतम दरों का निर्धारण निविदा के वित्तीय प्रस्ताव क्रम संख्या A के 50 प्रतिशत, B को 20 प्रतिशत एवं C को 30 प्रतिशत हिस्सा के आधार पर किया जावेगा तथा श्रेणीवार दरों का औसत निकाला जावेगा। उसके पश्चात् योग के आधार पर न्यूनतम दरें निर्धारित की जायेगी।

  
Registrar  
University of Rajasthan  
Jaipur

## अध्याय—8

### अनुबन्ध की सामान्य शर्तें (General Conditions of Contract)

निविदा हेतु सामान्य नियम एवं शर्तें निम्नानुसार रहेंगे।

1. वाहन किराये पर लेने का दर अनुबन्ध 02 वर्ष की अवधि के लिये किया जायेगा जिसमें अधिकतम 3 माह का विस्तार किया जा सकेगा।
2. ठेकेदार/निविदादाता किराये पर वाहन कार्य का ठेका अन्य किसी दूसरे व्यक्ति को हस्तांतरित (सबलेट) नहीं कर सकेगा। ऐसा पाया जाने पर ठेका/अनुबंध निरस्त कर जमानत राशि जब्त कर ली जायेगी।
3. वाहन उपलब्ध कराने की व्यवस्था के लिये अधिकृत अधिकारी द्वारा दिये गये समस्त आदेशों का ठेकेदार को पालन करना होगा तथा बिना किसी विवाद के ठेकेदार/निविदादाता को कार्य सुनिश्चित करना होगा।
4. सफल निविदादाता को कार्यादेश दिए जाने की दिनांक से 15 दिवस में अनुबन्ध करना होगा जो कुलपति, राजस्थान विश्वविद्यालय की अनुमति से अवधि विस्तारित हो सकेगी।
5. बयाना राशि (Bid Security) :- (RTPP Rule 42 Applicable)
  1. ठेकेदारों/निविदादाता द्वारा निविदा में अभिलिखित किए गए अनुमानित मूल्य का दो प्रतिशत बयाना राशि अथवा निर्धारित घोषणा पत्र BF-II निविदा के साथ जमा कराया जाना अनिवार्य होगा।
  2. बिना बयाना राशि के निविदा पर विचार नहीं किया जाएगा। बयाना राशि केवल डिमांड ड्राफ्ट/बैंकर्स चैक के रूप में स्वीकार की जाएगी।
  3. डिमांड ड्राफ्ट तथा बैंकर्स चैक कुलसचिव, राजस्थान विश्वविद्यालय, जयपुर के नाम से देय होगा। असफल निविदादाताओं की बयाना राशि का प्रतिदाय निविदा के अंतिम रूप से स्वीकार करने के बाद लौटाई जायेगी।
  4. सफल निविदादाता की बयाना राशि निष्पादन सुरक्षा (Performance Security) में समायोजित की जाएगी तथा शेष प्रतिभूति राशि, करार के निष्पादन के समय ली जाएगी। यदि सफल निविदादाता द्वारा पृथक से पूर्ण प्रतिभूति राशि जमा करा दी गयी है तो जमा करायी बयाना राशि लौटा दी जावेगी।
6. बयाना राशि का समपहरण (Forfeiture of Bid Security):- निम्नलिखित मामलों में बयाना राशि को समपहृत कर लिया जाएगा:-
  1. जब निविदादाता निविदा को खोलने के बाद किन्तु निविदा को, स्वीकार किए जाने से पूर्व अपने प्रस्ताव को वापस ले लेता है या उसमें उपान्तरण करता है,
  2. यदि वह विनिर्दिष्ट समय के भीतर करार, यदि कोई हो का निष्पादन नहीं करता है,
  3. जब वह विहित समय के क्रय आदेश के अनुसार मदों का प्रदाय प्रारम्भ करने में असफल रहता है,
  4. जब निविदादाता क्रय आदेश देने के बाद प्रतिभूति राशि जमा नहीं कराता है।
  5. जमा कराई गई बयाना राशि को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
7. निष्पादन सुरक्षा (Performance Security) निम्नानुसार होंगे:

निष्पादन सुरक्षा सफल निविदादाता द्वारा टेन्डर की राशि का 5% के बराबर निष्पादन सुरक्षा राशि आदेश की दिनांक से 15 दिवस में अनुबन्ध पत्र के साथ जमा करानी होगी। निष्पादन सुरक्षा बैंक ड्राफ्ट या बैंकर चैक/बैंक गारन्टी (CF-IV) एक रूप में जमा की जाएगी। निविदा शर्तों एवं सहमति के अनुबन्ध पत्र की अनुपालना नहीं करने पर आपके द्वारा जमा की गई निष्पादन सुरक्षा राशि जब्त कर ली जायेगी।

निष्पादन सुरक्षा राशि का समपहरण (Forfeiture of Security Deposit) :- निम्नलिखित मामलों में निष्पादन सुरक्षा राशि को समपहृत कर लिया जाएगा:-

1. जब संविदा में किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया हो।
  2. जब निविदादाता सम्पूर्ण प्रदाय सन्तोषजनक ढंग से करने में असफल रहता हो।
  3. जमा कराई गई निष्पादन सुरक्षा को समपहृत करने से पूर्व युक्तियुक्त समय देते हुए निविदादाता को नोटिस दिया जाएगा।
  4. निष्पादन सुरक्षा की समपहृत की गयी राशि सम्बंधित विभाग में जमा करायी जाएगी।
8. निष्पादन सुरक्षा राशि का प्रतिदाय:- अनुबन्ध की अवधि समाप्त होने के तीन माह पश्चात लौटा दी जावेगी।
9. बातचीत - सामान्य स्थितियों में निविदा के पश्चात बातचीत नहीं की जायेगी। तथापि, बातचीत निम्नतम निविदाकारों से उन परिस्थितियों में की जा सकती है जहां रिंग मूल्य उद्धरित किए गए हों या दरें अत्यन्त विचारणीय हों एवं प्रचलित बाजार दर से अत्यधिक उच्चतम हों। स्वीकार्य दरों के असमाधानप्रद उपलब्धि के मामले में कय समिति निम्नतम निविदाकार हेतु नियमों में दिये गये अनुसार प्रति प्रस्ताव करने का भी निश्चय कर सकती है। यदि प्रतिप्रस्ताव निम्नतम निविदाकार को स्वीकार्य न हो तो समिति निविदाओं को नामांजूर करने और निविदा पुनः आमंत्रित करने या उसी प्रतिप्रस्ताव को पहले द्वितीय निम्नतम निविदाकार को और तथा तृतीय निम्नतम निविदाकार को और इसी क्रम में उस निविदाकार को प्रतिप्रस्ताव दिया जा सकता है जो प्रतिप्रस्ताव को स्वीकार करे।
10. समानान्तर दर संविदा - विश्वविद्यालय अन्य तकनीकी रूप से सफल ठेकेदारों से न्यूनतम निविदादाता की शर्तों एवं दरों पर समानान्तर दर संविदा कर सकेगा।
11. (Risk and Cost) संविदा की अवधि में निविदादाता किसी भी कारणवश विश्वविद्यालय को किराये का वाहन उपलब्ध कराने में असमर्थ रहता है तो कार्य रिस्क एण्ड कोस्ट (Risk and Cost) पर कराया जायेगा। अधिक राशि की वसूली ठेकेदार से की जावेगी। अनुबन्धित निविदादाताओं में से वाहनों की आवश्यकता पडने पर वाहनों की आपूर्ति हेतु कार्यादेश दिया जा सकेगा। जिसके लिए वे मना नहीं कर सकेंगे। मना करने पर फर्म की रिस्क एण्ड कोस्ट पर निरीक्षण वाहन बाजार दरों पर अन्य फर्म/बाजार से किराये पर लिया जा सकेगा जिसका भुगतान फर्म के उस माह के बिल से काट लिया जावेगा। जिसके लिए फर्म मना नहीं कर सकेगी।
12. निविदाओं की अपात्रता निविदाएं :- निम्न कारणों से अपात्र घोषित की जा सकती है :
1. निविदा सूचना में प्रकाशित अंतिम तिथि एवं समय के पश्चात प्राप्त हुई निविदाएं।
  2. बिना निविदा मूल्य एवं बयाना राशि के जमा निविदाएं।
  3. अपूर्ण निविदायें।
  4. भ्रामक अथवा गलत तथ्य/ दावे प्रस्तुत करने वाली निविदायें।
  5. विभाग द्वारा चाहे गये स्पष्टीकरण को न प्रदान कर पाना/तय समय से देरी प्रदान करना।
  6. एक से ज्यादा निविदाएं प्रस्तुत करना। ऐसा होने पर फर्म द्वारा भरी गयी समस्त निविदाएं तकनीकी मूल्यांकन में निरस्त की जा सकेंगी।
  7. अपूर्ण व सशर्त निविदा प्रस्तुत करना।
  8. तकनीकी अहर्ताओं का पूर्ण न कर पाना।
  9. निविदादाताओ अथवा उसके किसी प्रतिनिधि का अवांछित रूप से प्रभाव डालना/डलवाना, विवाद इत्यादि करना, रिश्वत इत्यादि का प्रस्ताव करना अथवा गैर कानूनी रूप से तुष्टीकरण करना।
  10. अल्प वैधता वाली निविदा प्रस्तुत करना।
13. अनुबंध राशि का भुगतान :- ठेकेदार/निविदादाता को किराये के वाहन व्यवस्था संबंधी कार्यों का भुगतान प्रत्येक माह की समाप्ति पर कार्य सन्तोषजनक पाये जाने की स्थिति में किया जावेगा। किराये के वाहन व्यवस्था हेतु अनुबंध राशि का मासिक बिल तीन प्रतियों में प्रथम सप्ताह में अलग अलग प्रस्तुत करने होंगे तथा संबंधित अधिकारी द्वारा प्रमाणित करने के पश्चात् भुगतान किया जायेगा कार्य सन्तोषजनक न पाए जाने की स्थिति में निर्धारित शास्ती की कटौती कर भुगतान किया जावेगा। कार्य करने वाली फर्म भुगतान लेने हेतु निम्नानुसार बिल प्रस्तुत करेंगी :-

## 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 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 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 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

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. At the time of award of contract, the quantity of good, work 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 price or other terms and conditions of the Bid and the condition of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than quantity specified into the Bidding Document due to change in circumstances, the Bidder shall not be

entitled for any claim or compensation except otherwise provided in the Condition of contract.

- iii. In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rate and condition of the original order. However, the additional quantity shall not be more than 25% of the value of the goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fail 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.

**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 quantities 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 case, the quantity may be divided between the Bidders in that order, in a fair, transparent and equitable manner at the rate of the Bidder, whose Bid is accepted.

**Signature of Bidder**



## BIDDER'S AUTHORISATION CERTIFICATE

To,  
The Registrar,  
University of Rajasthan  
Jaipur (Rajasthan)  
Pin - 302004.

<Bidder's Name> \_\_\_\_\_ <Designation> \_\_\_\_\_ is  
hereby authorised to sign relevant documents on behalf of the Company in dealing with Tender of  
reference <Tender No./Date> \_\_\_\_\_. He is also authorised to attend meetings and  
submit Technical and Commercial Information as may be required by you in the course of processing  
above said tender.

Thanking You.

**Authorised Signatory**

**Name :**

**Seal :**

The specimen signature of the authorized person is as :

Attested by the  
Authorized Signatory

## अध्याय-11

अनुबन्ध के प्रारूप  
(Contract Forms) (CF)

### Table of contents

S. No.	Description	Pages
1.	Letter of Acceptance (CF-1)	49
2.	Agreement Form (CF-II)	50 - 53
3.	Schedule of Rates (CF-III)	54
4.	Performance Security/Bank Guarantee (CF-IV)	55 - 56

Name & Signature of the Bidder with Seal



Page 48



**LETTER OF ACCEPTANCE**

M/s .....

.....

.....

.....

**Sub: - Acceptance of the bid rates for the work .....**

**Ref :- Your bid no. .... dated .....**

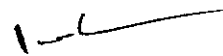
1. The work of Hiring Of Vehicles as prescribed in Bid is approved by the competent authorities. Kindly execute agreement in the prescribed form enclosed, on a Non – Judicial Stamp Paper of Rs.5000/- and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved rates of the bid works out to Rs. (Rs. .... Only)
2. The performance security shall be furnished to Registrar, University of Rajasthan, Jaipur in form of Bank guarantee/Bank Drafts/Bankers cheque of a Nationalized/scheduled bank at Jaipur.
3. All terms and conditions of the Bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved work (s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. Please note that self attested /notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
5. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

Encl.

1. Agreement form
2. Schedule of Rates
3. Form of Bank Guarantee

Registrar  
University of Rajasthan  
Jaipur

Name & Signature of the Bidder with Seal



Page 49

(Non – Judicial Stamp Paper of Rs. ....)

AGREEMENT

1. This deed of agreement is made on this ..... day of .....2024 for the rate contract for Hiring Of Vehicles of University examination work for the year 2024-25
2. ending ..... of services of ..... between M/s ..... represented by Shri ..... Proprietor/Managing Director/Managing Partners having its registered office at ..... and its factory/ office premises at..... (hereinafter called “the approved Service Provider”, which expression shall where the context so admits, be deemed to include his heirs successors, executors and administrators unless excluded by the contract) on the one part and the University of Rajasthan, Jaipur represented by its Registrar or Comptroller Finance having its office at JLN Marg, Jaipur, Rajasthan (hereinafter referred to as “The Procuring Entity” which term shall include its successors, representatives, executors, assigns and administrator unless excluded by the contract) on the other part.
3. Whereas the Service Provider/Contractor has agreed with the Procuring Entity, the Reports & other deliveries with specifications mentioned in the Schedule attached here to at the prices noted here in and in the manner and under the terms and conditions here in after mentioned to the University of Rajasthan, Jaipur of the State of Rajasthan at its head office as well as at offices throughout Rajasthan, all those articles/works set forth in the schedule appended hereto in the manner set forth in the conditions of the bid and contract appended herewith and at the rates set forth in **format** (Approved Rate.....) of the said attached schedule.
4. And where as the approved Service Provider has deposited with the Procuring Entity a sum of **Rs..... (In words Rs.....only)** as security deposit for the due and faithful performance of this agreement, to be forfeited in the event of the Service Provider failing duly and faithfully to perform it. Now these present witness that for carrying out the said agreement in this behalf into execution the Service Provider and the procuring entity do hereby mutually covenant, declare, contract and agree with each other of them in the manner following, that is to say,
  - (i) The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to bid floated for the work for University of Rajasthan, Jaipur for the year 2023-24, the instruction to Bidders, particulars hereinafter defined and those general and special conditions that may be added from time to time.
  - (ii) (a) The agreement if for the work by the Service Provider to the Procuring Entity of performance of work specified in the Schedule attached here to at process noted against each therein on the terms and conditions set forth in the Agreement.  
(b) The Agreement shall be deemed to have come into force with effect from the date .....and it shall remain in force for a period of twelve months or as for extended period.  
(c) The indicative quantity noted indicates only the probable total requirements of the Procuring Entity in respect of each work for the placement of work orders. This quantity may increase or decrease at the discretion of the Procuring Entity. The Service

Provider shall deliver for the Reports and other deliveries on the basis of the work orders placed to Service Provider from time to time by the procuring authorities specifying the quantities required to be delivered at the specific location in the state of Rajasthan As mentioned in bid document.

**5. Now these Presents witness:**

- (i) In Consideration of the payment to be made by the University of Rajasthan, Jaipur or Incharge offices at the rates set forth in the schedule hereto a appended the approved Service Provider will duly supply the said articles set forth in Schedule of Rates and work order thereof in the manner set forth in the conditions of the bid 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.
- (ii) The conditions of the bid and contract for open bid enclosed to the bid notice No..... Dated :..... & corrigendum no..... 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.
- (iii) Letters received from Bidder and letters issued by University of Rajasthan, Jaipur in the regard of this bid and also as appended to this agreement shall also form part of this agreement.
- (iv) (a) University do hereby agree that if the approved Service Provider shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, University will through Demand Draft/RTGS Transfer 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 each and every consignment.
- (b) The mode of payment will be as specified in terms & conditions of the bid i.e. through RTGS/ banker's cheque /Demand Draft etc.

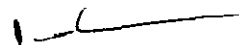
6. The delivery shall be effected and completed within the period noted below from the date of work order:-

S. N.	Works Quantity	Delivery Period
1	As work orders	As per terms & conditions of bid

7. Liquidated damages (L.D.) shall be as per Bid conditions.

8. Termination of contract on breach of condition

- (i) (a) In case the Service Provider fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it shall be lawful for the procuring entity to forfeit the amount deposited by the Service Provider as performance security and cancel the contract.
- (b) In case the Service Provider fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the procuring entity or any such failure, neglect or refusal, to put an end to this agreement and thereupon every article, cause and thing herein contained on the part of the procuring entity shall cease and be void, and in



case of any damage, loss, expense, difference in cost or other moneys from out of any moneys for the time being payable to the Service Provider under this and/or any other contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, difference in cost and other moneys as aforesaid, it shall be lawful for the procuring entity to appropriate the performance security made by the Service Provider as herein before mentioned to reimburse all such damages, losses, expenses, difference in cost and other money as the procuring entity shall have sustained, incurred or been put to by reason of the Service Provider having been guilty of any such failure, negligence or refusal as aforesaid or other breach in performance of this contract.

(c) If at any time during the course of the contract, it is found that any information furnished by the Service Provider to the procuring entity, either in his bid or otherwise, is false, the procuring entity may put an end to the contract/agreement wholly or in part and thereupon the provision of clause (a) above shall apply.

(ii) The procuring entity reserves the right to terminate without assigning any reasons therefore the contract/agreement either wholly or in part without any notice to the Service Provider. The Service Provider will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the procuring entity.

(iii) Notice etc. in writing

All certificates or notice or orders for time or for extra, varied or altered supplies, which are to be the subject of extra or varied charges whether so described in the agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

(iv) The Service Provider shall not in any way be interested in or concerned directly or indirectly with, any of the officers or subordinate or servants of the procuring entity, in any trade, business or transactions not shall the Service Provider give or pay or promise to give or pay such officer or subordinate or servant directly or indirectly any money or fee or other consideration under designation of "custom" or otherwise; nor shall the Service Provider permit any person or persons whomsoever to interfere in the management or performance hereof under power of attorney or otherwise without the consent in writing the consent in writing of the procuring entity obtained in first hand.

(v) Bankruptcy of the Service Provider:- In case the Service Provider at any time during the continuance of the contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the procuring entity to put an end to the agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the procuring entity, shall cease and be void and the procuring entity shall have all the rights and remedies given to him under the preceding clauses.

(vi) Serving of notice on Service Provider:- All notice or communication relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Service Provider, if delivered/e-mailed to him or left at his premises/e-mail address, place of business or abode.

9. Dispute settlement:-

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the V.C., UOR, Jaipur and the decision of the Vice-Chancellor, University of Rajasthan, Jaipur shall be final as per bid terms and conditions.

And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any of clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the present, the decision of the V.C., UOR, Jaipur in the matter shall be final and binding.

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred to by the Parties to the V.C., UOR, Jaipur 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. All legal proceedings, if necessary arise to institute may by any of the parties (Council or Contractor) shall have to be lodged in courts situated at Jaipur in Rajasthan and not elsewhere.

10. 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.

11. **Jurisdiction:**

All actions, proceedings and suits arising from or connected to this Agreement shall be subject to the exclusive jurisdiction of courts in Jaipur.

In witness whereof the parties here to have set their hands on the day.....  
of ..... 2024.

**Signature of the approved**

**Bidder with Seal**

Witness-1

Witness-2

**Registrar,  
For and on behalf of  
University of Rajasthan, Jaipur**

Witness-1

Witness-2

**SCHEDULE OF RATES**

M/s .....

.....

.....

Procuring Entity/ Authority – Registrar/CF&FA, UOR, Jaipur.

Title of Work - राजस्थान विश्वविद्यालय में मांग के आधार पर किराये पर वाहन लेने के लिये वार्षिक दर संविदा हेतु निविदा शर्तों में उल्लेखित एवं अन्य संबंधित कार्य कार्य विवरण अनुसार

राजस्थान विश्वविद्यालय में मांग के आधार पर किराये पर वाहन लेने के लिये वार्षिक दर संविदा की दरें निम्नानुसार स्वीकृत की जाती है :-

S.No.	Hiring of Vehicles on Annual Rate Contract on Demand Basis Category of Vehicles	Package Rates in Rs. Without GST		For all the Package in Rs. Per k.m. Extra
		6 Hours upto or 100 k.m.	12 Hours upto 250 k.m.	
A1.	Hetchback/ Sidan Cars/ Indigo/Logan/Etios/ Desire or equivelent AC			
A2.	SUV Vehicle Innova, Safari, Scorepio, Tavera, Bolero etc.			
B3.	Mahindra Pick up covered (Non-AC) or similar			
B4.	Mahindra Pick up covered AC or similar			
B5.	Tempo Traveler Non-AC			
B6.	Temp Traveler AC			
B7.	Tempo Trax			
B8.	Tata magic (Covered) or similar			
C11.	Bus Mini (25-27 Seaters)			

Note: -

1. Any change in GST Shall be applicable during the currency of contract.
2. The Halting charges shall be Rs. 200/- per night for out of Jaipur stay but no extra charges per hour shall be applicable in this case.
3. The Tall charges on presentation of receipts/ msg shall be paid extra.
4. For calculations of Lowest Bidder Vehicles of A category 50%, B category 20% and C category 30% weightage shall be provided. The average of all the five packages rates shall be considered for the purpose of lowest bidder calculation.

(Online Submission)

Signature of Approved Bidder  
with Seal

Name & Signature of the Bidder with Seal

Page 54

(On bank's letter head)  
FORM OF BANK GUARANTEE

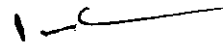
To,

**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](http://www.registraruor@yahoo.com) & [www.accountsuorjaipur@yahoo.in](http://www.accountsuorjaipur@yahoo.in)**

Whereas the Registrar or Comptroller Finance & Financial Advisor, University of Rajasthan, (UOR) Jaipur (hereinafter called the "procuring entity/UOR") having entered into an agreement No..... dated..... with M/s ..... (hereinafter called the "approved Contractor/ Service Provider") for ..... (Name of work) here-in-after called "the said agreement" under which the Service Provider(s) M/s ..... have applied to furnish Bank Guarantee (B.G.) to make up the full performance security.

1. In consideration of the UOR having made such a stipulation in agreement. We..... (Indicate the name of the Bank) here-in-after referred to as "the Bank" at the request of M/s..... Service Provider (s) do hereby undertake to pay to the UOR amount not exceeding Rs. (Rupees ..... only) on demand by UOR.
2. We ..... (Indicate the name of Bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the UOR any such demand made on the bank by the UOR shall be conclusive and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the UOR and We ..... (indicate the name of Bank), bound ourselves with all directions given by UOR regarding this Bank Guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).
3. We ..... (Indicate the name of Bank), undertake to pay to the UOR any money. so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We ..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of the UOR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.
5. We ..... (indicate the name of Bank), further agree with the UOR that the UOR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Service Provider(s) from time to time or to postpone for any time or from to time any of the powers exercisable by the UOR against the said Service Provider forbear or enforce any of the terms and conditions relating to the said Agreement and forbear or enforce

Name & Signature of the Bidder with Seal



Page 55

any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance act or omission on the part of the UOR or any indulgence by the UOR to the said deliveries or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ..... (indicate the name of Bank)....., under this guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.
7. We ..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the UOR in writing.
8. This Performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the UOR. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. .... (Rupees ..... only).
9. It shall not be necessary for the UOR to proceed against the Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the UOR may have obtained or obtain from the Service Provider.
10. The Bank Guarantee shall be payable at the Jaipur. If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expiry on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted Rs. ..../- (Rupees ..... ) and our guarantee shall remain in force up to date ..... unless a demand or claim under the guarantee is made on us in writing or by e-mailing on or before date ..... Therefore, after date ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated .....day of..... For and on behalf of the Bank (indicate the Bank)

**Signature & Designation**

**E-mail address.....**

The above Bank Guarantee is accepted by the Registrar/CF&FA, UOR, Jaipur.

**Signature**

**For & on behalf of UOR, Jaipur**