



RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR

(Temporary Office : Girls Hostel Building, Babu Shobha Ram Govt. Arts College Campus, Alwar)

Phone : 0144-2730321, 2730327, 2980046 FAX : 0144-2730321

Website: www.rrbmuniv.ac.in,

Date: 08.03.2023

NO. 47

Bid Inviting Notice

(NIB No 09/2022-23)

RAJ RISHI BHARTRIHARI MATSYA UNIVERSITY, ALWAR hereby invites E-bid for Supply of Taxi/Mini Bus/Car/Loading Vehicle for examination work and official work for the year 2023-24. The bid may be downloaded from 08.03.2023(5.00 PM) and last date of Submission of the E-Bid is 17.03.2023(10.00AM). Details of the same may be seen on <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> or university website www.rrbmuniv.ac.in.


Registrar

E-TENDER DOCUMENT
FOR
Hiring of Mini Bus/Cars/Taxis
Raj Rishi Bhartrihari Matsya University, Alwar

TEL. No. :- 0144-2730321, 2980046

FAX No. :- 0144-2730321

E-Mail Address :- matsyauniv.alwar@gmail.com

Web. Site :- www.rrbmuniv.ac.in

Estimated Cost of Rate contact	:-	Rs. 20,00,000/-
Cost of Tender Document	:-	Rs. 1000/- (<i>Bankers Cheque/DD in Favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar</i>)
Processing Fee	:-	Rs. 1000/- (<i>Bankers Cheque /DD in Favour of MD, RISL , Jaipur</i>)
Earnest Money	:-	Rs.40000/-(<i>Bankers Cheque/DD in Favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar</i>)

INTRODUCTION

NIT NO. /2022-23		Dated :
1	Subject matter of procurement	Rate Contract for hiring of /Mini Buses/Cars/Taxis Vehicles open Competitive Bid / 2022-23
2	Name & Address of the Procuring Authority.	Raj Rishi Bhartrihari Matsya University, Alwar Girls Hostel Building, Babu Shobharam Govt. Arts College Campus, Alwar-301001
3	Estimated Cost of Work	Rs. 20 Lac
4	(i) The price of the Bidding Document	Rs. 1000/- by way of Demand Draft/Banker's Cheque in favour of 'Registrar' Raj Rishi Bhartrihari Matsya University, Alwar payable at Alwar.
	(ii) E- tender Processing Fees	Rs. 1000/- (Bankers Cheque /DD in Favour of MD, RISL , Jaipur)
5	For Clarification Purposes only, the Procuring Entity's address	Registrar, Raj Rishi Bhartrihari Matsya University, Alwar TEL. No. :- 0144-2730321, 2980046 FAX No. :- 0144-2730321 E-Mail Address :- matsyauniv.alwar@gmail.com
6	The Pre-Bid Meeting	NO
7	The Language of the Bid is	English & Hindi
8	The Bidder shall submit with its Bid	Mentioned at Technical Bid Check list (Annexure-V)
9	The Bid Validity period shall be	90 days from the date of opening of technical bid.
10	Bid Security/EMD	Rs.40000/- (Forty thousand only) (Bankers Cheque/DD) in Favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar
11	Authorisation	Power of attorney/board resolution letter of authorization written on the letter head by the bidder.
12	Downloading of bids	Online: www.eproc.rajasthan.gov.in http://www.sppp.raj.nic.in and http://www.rrbmuniv.ac.in
13	Last Date & Time for On-Line submission of Bids (Technical and Financial	Date: Upto 17-03-2023 Time: Upto 10:00 AM
14	Submission Date of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security & Hard Copy of Bid	Date: Upto 17-03-2023 Time: Upto 11:00 AM Place: Alwar at RRBMU Office
15	Opening of technical bids	Date: On 17-03-2023 Time: 02:00 PM Place: Alwar at RRBMU Office
16	Date/ Time/ Place of Financial Bid Opening	Informed separately to the technically qualified bidders

16. Tendered quantity may be increased or decreased at the time of award/purchase order or during the course of agreement.

17. Quantity can be divided among bidders in case of more than one bidder found qualified.

18. The period within which the contract agreement is to be executed and performance security is to be submitted is 07 days from the date of issue of letter of acceptance.

19. The Designation and Address of Vice-Chancellor,

20. First Appellate Authority Raj Rishi Bhartrihari Matsya University, Alwar

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

Name of firm/company	:	_____
Office Address (with pin code)	:	_____
Workshop Address (With pin code)	:	_____
Telephone Nos.	:	_____
Office	:	_____
Residence	:	_____
Workshop	:	_____
Fax (with STD Code)	:	_____
E-Mail. ID	:	_____
Mobile	:	_____
Statutory Details:	:	_____
Income Tax PAN	:	_____
GST No.	:	_____
EMD DD/BC No	:	_____
E-Tender processing fees DD/BC No	:	_____
Tender fee DD/BC No	:	_____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date : _____

Place: _____

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

Definitions and Acronyms

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

GENERAL TERMS AND CONDITIONS

Sub: - Notice Inviting Tender for "hiring of Taxi Cars /Mini Buses/Bus Vehicles etc" For Exam.2023

1. **Parties:** - The parties to the contract are the contractor (the tenderer) to whom the work has been awarded) and the Registrar, Raj Rishi Bhartrihari Matsya University, Alwar.
2. **Addresses:-** For all purpose of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with Acknowledgement Due to the Raj Rishi Bhartrihari Matsya University, Alwar. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.

3. Earnest Money:- Rs.40,000/- (*Bankers Cheque/DD*) in Favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar

No request for transfer of any pervious deposit of earnest money or security deposit or adjustment against any pending bill held by the Raj Rishi Bhartrihari Matsya University, Alwar in respect of any previous work will be entertained.

3.1 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid banker cheque/demand draft will be forfeited by the University.

3.2 The tender without Earnest Money deposit summarily rejected.

3.3 No Claim shall lie against the Raj Rishi Bhartrihari Matsya University, Alwar in respect of erosion in the value or interest on the amount of earnest money deposit or security deposits as the case may be.

4 Preparation and submission of Tender:-

The tender should be submitted in two parts namely:-

Firstly Technical Bid (in form given in Annexure-III) and Secondly Financial Bid (in Form given in Annexure-IV) and each should be submitted electronically.

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

5 Signing of Tender:- Individual signing the tender or other documents connected with contract must specify whether he signs as:-

(a) A "Sole proprietor" of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Directors or principal officer duly authorized by the board or Directors of the Company if it is a Company.

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of

affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

- (2) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the University may without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**

- 6 **Technical Bid:-** The Technical bid should be submitted electronically in form given in annexure-III with the hard copy of the Bankers Cheque/Demand Draft of Rs. 40,000/- for EMD, and Bankers Cheque/Demand Draft of Rs. 1000/- for tender document fee in favour of Registrar Raj Rishi Bhartrihari Matsya University, Alwar and the Bankers Cheque /Demand Draft of Rs. 1000/- for Processing fees in favor of MD, RISL, Jaipur.

Along with registration particulars, copy of PAN Number issued in favor of the firm, full details of the number of Mini Bus/Cars/Taxis registered in the name of the tenderers or his firm and other information sought for in the Annexure-II.

- 7 **Financial Bid:-** The Financial Bid should also be submitted electronically in the BOQ given in Annexure-IV, which is attached separately in financial part B of E Tender, Hard copy is not accepted in any circumstance. The Financial Bid of those tenderers who are found technically qualified, will be opened on a specified date and time to be intimated to the respective qualified tenderers.

7.1 Terms of payment as stated in the tender Document shall be final.

7.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

- 8 **Validity of the Bids:-** 90 day

The bids shall be valid for a period of 90 days from the date of opening of technical bid.

- 9 **Opening of Tender:-**

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

- 10 **Criteria for Evaluation of Tender:-** The Technical Bids will be opened by the committee of the University at office of the Registrar, Raj Rishi Bhartrihari Matsya University, Alwar in the presence of such tenderers or their representatives who may wish to be present.

- 10.1 The Financial Bids of only those tenderers (to be informed after technical evaluation) will be opened in the presence of those technically qualified tenderers or their representatives whose technical Bids are accepted and who wish to be present.
- 11 The contract shall commence from the day of agreement .To begin with the contract will be for 01 year initially extendable upto six months more if performance/ service is found satisfactory on review after 01 year. The contract so awarded can be terminated by Raj Rishi Bhartrihari Matsya University, Alwar at any time without any notice or conveying any reason thereof.
- 12 Log book to be maintained with the driver of the provided vehicle may be got signed by the user and proper entry with respect to place visited, time , kilometers etc. be made indicating name and designation of the officer who have utilized the vehicle.
- 13 **Right of Acceptance:-** The Raj Rishi Bhartrihari Matsya University, Alwar reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender The decision of the competent Authority of the Raj Rishi Bhartrihari Matsya University, Alwar in this regard shall be final and binding.

The Tendering Authority reserves the right to open Financial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

- 13.1 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotations.
- 13.2 **Communication of Acceptance:-** Successful Tenderer will be informed as early as possible of the acceptance of their tender by way of e-mail or telephonically followed by hard copy of letter.
1. **Security Deposit:-** Rs.1,00,000/-(One lakh only) Banker Cheque /Demand Draft
- 14.1.The Banker Cheque /Demand Draft can be forfeited by order of the competent authority of the Raj Rishi Bhartrihari Matsya University, Alwar in the event of any breach or negligence or non-observance of any terms/ condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said banker Cheque/Demand Draft as may be considered by the Raj Rishi Bhartrihari Matsya University, Alwar sufficient to cover any incorrect or excess payments made on the bills to the firm, shall, be retained until the final audit report on the account of firm's bill has been received and examined.
- 14.2.On the acceptance of the Bid the Bidders or their authorized representative shall have to execute an agreement on non- judicial stamp of Rs. 500/- as given in annexure-vi.

15. Penalty:-

- (A) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Mini Bus/Cars/ Taxis from the market in the event of Contractor failing to provide requisitioned number of Mini Bus/Cars/Taxis or not providing Mini Bus/Cars/ Taxis, the office shall make deductions at double the rate of hiring rate on pro-rata basis from the bills presented by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Raj Rishi Bhatrihari Matsya University, Alwar.
- (B) The powers of the Competent authority of the Raj Rishi Bhatrihari Matsya University, Alwar under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided or forfeiture of security deposit mentioned under clause 13 above.

16. **Disclaimer:-** The family member of employees of the Raj Rishi Bhatrihari Matsya University, Alwar are not allowed to participate in this tender.

Family members means:-

- (i) Spouse
- (ii) Sons and daughters including steps wheather married or not.
- (iii) Parent including steps.
- (iv) Any other relation who is wholly dependent on employee.

17. Breach of Terms and Conditions:-

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Raj Rishi Bhatrihari Matsya University, Alwar in that event and the Security Deposit in the form of Bankers Cheque/Demand Draft shall be encash.

18. **Sub-let of Work:-** The Firm shall not assign or sublet the work or any part of it to any other person or party. If it is found that work has been assigned to third party than powers to cancel the contract shall vest in the University.

19. **The tender is not transferable.**

20. Terms of payment:-

20.1. Neither payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work nor does the University take any responsibility for any kind of loan/mortgage taken by the firm or contractor or vehicle owner, as the case may be, from anywhere.

20.2. The Contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment after duly verified from Controller of Examination or OIC (GAD).

20.3. All payments shall be made by way of cheque only after deducting appropriate taxes as declared by Government from time to time.

- 20.4. Raj Rishi Bhartrihari Matsya University, Alwar shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Raj Rishi Bhartrihari Matsya University, if any.
- 20.5. The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and nothing else.
- 20.6. Wherever applicable all payments shall be made as per schedule of payments.
- 20.7. No advance for fuel and/or repairs and/or payment to drivers during the transportation or use of vehicle shall be given by Raj Rishi Bhartrihari Matsya University, Alwar.

21. Taxes and Duties and Penalties thereon :-

All taxes (Road Tax. Service Tax and other taxes and penalties, etc.

There on imposed by the concern authority, if any) shall be borne by the Bidders.

22. Secrecy: -

The Firm/Driver shall not disclose the arrival and departure of timings and places of the vehicles and the nature of material to be transported to unconcerned person or agency.

23. **Log Books :-** The firm/Driver shall get necessary entries made in the log book at the time of departure, college to college, destination to destination and coming back he shall get the record of the destination covered, signed by the University officials for the purpose.
No passengers other than the officials deputed by the University shall be permitted to travel in the hired vehicles in any conditions.

24. **Correctness of Kilometer:-** The firm shall ensure that the kilometer which indicates the distance covered in kilometers is working properly and that gives the correct reading. In case of major variation, payment shall be made on the basis of mileage as determined according to the roadmap published by Public Works Department of Rajasthan Government and the Roadways, whichever is less.

25. **Arbitration:-** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for Conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by the Vice-Chancellor, Raj Rishi Bhartrihari Matsya University, Alwar. The arbitration proceedings shall take place in Raj Rishi Bhartrihari Matsya University, Alwar. The provisions of Arbitration and Conciliation Act and the rules framed thereunder and in force shall be applicable to such proceedings.

ANNEXURE –II

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

Sub :- Notice Inviting Tender for Mini Bus/Cars/Taxis

PART – I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. The list of Mini Bus/Cars/Taxis along with photocopies of registration book should be attached with the tender.
2. (i) The Firm should be registered and should furnish a copy of registration certificate in support thereof.
(ii) The firm should have minimum three years of experience of working satisfactory Service Certificates from existing/past organizations should be enclosed, in this regard.
(iii) Income Tax payment certificates for the last 3 years should also be provided by the firm.
(iv) The firm should have a turn over of at least 20 lacs annual during last 3 financial year.
3. (i) Mini Bus/Cars/Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) Mini Bus/Cars/Taxis provided by the contractor should not be more than 05 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. At least Ten vehicles as per requirement of the University, for which he will have to produce documentary proof of registration.
4. Only such operators may apply whose Mini Bus/Cars/Taxis have been authorized by the concerned RTO for use as public transport and who have telephone connections available at their premises/Garage/Stand from where such Mini Bus/Cars/Taxis are to be operated and can be requisitioned by the Raj Rishi Bhartrihari Matsya University, Alwar.
5. (i) The firm should ensure that the drivers of such vehicle hold valid driving license and are well behaved, reasonable educated, having communication skills in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
(ii) Each driver employed by the firm must have a cell-phone duly activated.
(iii) Each driver should wear uniform while on duty in the University.
(iv) The Drivers shall strictly observe the time schedule given to them for delivery of material at the examination centers.
(v) No mileage will be allowed for lunch/tea of the driver and other Staff of bidder. They should carry their breakfast and lunch and dinner of their own.

- (vi) Only drivers having sufficient experience of driving in Alwar and surrounding Areas of Alwar. Should be deployed to the Raj Rishi Bhartrihari Matsya University. The firm should inform in advance the bio-data 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 the University.
 - (viii) The time and distance in respect of hired Mini Bus/Cars/Taxis will commence and terminate at the Raj Rishi Bhartrihari Matsya University, Alwar.
 - (ix) While the Raj Rishi Bhartrihari Matsya University, Alwar has a regular requirement for hiring Mini Bus/Cars/Taxis, 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 cars/taxis 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 24x7.
6. The firm shall provide Mini Bus/Cars/Taxis which are so duly authorized to run/operate as Mini Bus/Cars/Taxis with the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibility of the firm. Mini Bus/Cars/Taxis to be provided by the firm shall use only legally authorized fuel in running the Mini Bus/Cars/Taxis.
7. Rates once finalized will be valid for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes thereon.

ANNEXRE-III**TECHNICAL BID**

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

1	Name of the Tenderer/Concern firm:	
2	Office Address (with Tel.& Mob.No.)	
3	Address And Tel. No. Of Garage	
4	GST Registration Certificate No. alongwith proof thereof PAN/TIN No. Of the firm	
5	Working experience of the firm (In years)	
6	Nature of the Concern (i.e. Sole Proprietor or Partnership firm or a Company ar a Government Department or a Public Sector Organization) – Copy of Registration Certificate be furnished.	
7	Whether assessed to I-Tax: Furnished copy of last three years income tax return)	
8	Nos., Age in Years & Models, Make of the vehicles owned by the firm :	Saprate list may be attached
9	Nos., Age in Years & Models, Make of the vehicles not owned by the firm :	Saprate list may be attached
10	Nos. of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in yrs)	Saprate list may be attached
11	Availability of cell phone & Address of the driver(s)	
12	Remarks (if any)	

Date: -

Sign.

Station: -

Name

Seal

ANNEXURE-IV**FINANCIAL BID**

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

1. Name of the firm :-
2. Postal Address :-
3. Telephone No. :- OFFICE :
Res. :
Mobile No.
Fax No.
E-mail Address:
4. Name of Proprietor/Manager: -
Who may be contacted with
Telephone No.

A.

S. No.	Category of Vehicles	Rates	
		Upto 130 K.M.	Extra Per K.M.
1	Innova Non-AC		
2	Desire/Zest/Etios Non-AC		
3	Scorpio /Tavera/Bolero/Eeco Non-AC		
4	Mahindra Pick up covered		
5	Bus Mini (25-32 Seated)		
6	Loading Tempo		

Note :-

- Please quote the Schedule of rate given in the Price Bid i.e. BOQ given in the Format E – Tender.
- This Annexure only for reference .

Signature of Bidder.....

CHECK-LIST

ANNEXURE-V

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. No.	Description of requirement	Yes/No	Enclosed See Page No.
1	The Firm is registered Authority	Yes/No	
2	Copies of Balance Sheet certified/Audited by CA and Income Tax Return for last 3 years duly certified by CA	Yes/No	
3	R.C. Book of vehicles as per annexure-II	Yes/No	
4	Road Tax Clearance Certificate of vehicles as per annexure-II	Yes/No	
5	Copy of Registration Certificate/Allotment Letter of PAN from Income Tax Dept.	Yes/No	
6	Certificate of the Valid Insurance Policy of vehicles as per annexure-II	Yes/No	
7	Valid driving License for the category of the vehicle quoted of vehicles as per annexure-II	Yes/No	
8	Valid Pollution Certificate (PUC) of vehicles as per annexure-II	Yes/No	
9	Partnership deed, if applicable	Yes/No	
10	Details of other organization where such contracts are undertaken (attach supportive documents)	Yes/No	
11	Emd of rs 40,000/- (DD/Bankers cheque)	Yes/No	
12	DD of Rs. 1,000/- as Tender Fee(DD No& Bank.....)	Yes/No	
13	DD OF RS.1000/- As E- Tender processing fees(DD/Bankers cheque)	Yes/No	
14	Technical Bid completed and sealed in separate envelope	Yes/No	
15	Financial Bid completed and sealed in separate envelope	Yes/No	
16	Both Technical and Financial Bid kept in a sealed and separate envelope	Yes/No	
17	List of Arbitration Cases (if applicable)	Yes/No	
18	Acceptance of Terms and Conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	

Declaration by the Tenderer:

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

(Signature of Tenderer with seal)

Name:

Place :

Seal :

Date :

Office Address :

Non-judicial Stamp of Rs. 500/-

AGREEMENT

This Agreement is made at ALWAR on this day of2023 between Registrar, Raj Rishi Bhartrihari Matsya University, Alwar hereinafter called the party of the 1st part and M/s. 2nd part;

Where the party of the 2nd part has agreed to render the services of hiring of Mini Bus/Cars/Taxis to the party of the 1st part for a period of one year with effect from the date of signing of this agreement on the terms and conditions mutually agreed upon as under;

2. The vehicles supplied by the firm on hiring basis to the University, shall not be in any case, 5 years old, failing which a penalty of 10% per day of the monthly bill shall, be deducted.
3. (i) Mini Bus/Cars/Taxis to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) The firms should have at least 6 nos. of vehicles/cars to be provided as Mini Bus/Cars/Taxis. A back up of minimum of 5 vehicles/cars shall also be ensured by the firm.
(iii) Firms shall have sufficient number of drivers having experience of driving in Rajasthan State and surrounding states.
4. All the legal formalities such as registration with RTO, insurance formalities etc. shall be completed in all respect of all the vehicles provided to the University by the firm.
5. (i) The firm should ensure that the drivers hold a valid driving license of such class of vehicle he driving , well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
(ii) Each driver employed by the firm must have a cell-phone duly activated.
(iii) Each driver shall wear uniform while serving in the University, failing which a penalty shall be imposed at the discretion of the competent authority of the University.
(iv) No mileage will be allowed for lunch/tea of driver. Driver should carry his lunch.
(v) Only drivers having sufficient experience of driving in Rajasthan State and surrounding states shall be deployed to the University. The firm should inform in advance the bio-data of all drivers that could be deployed for the University service.
(vi) The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
(vii) The time and distance in respect of hired Mini Bus/Cars/Taxis will commence and terminate from Raj Rishi Bhartrihari Matsya University, Alwar.
(viii) While the Raj Rishi Bhartrihari Matsya University, Alwar has a regular requirement for hiring Mini Bus/Cars/Taxis, 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 Mini Bus/Cars/Taxis from any other provider of such services even during the period of contract.
(ix) Revision of rates will not be entertained during the period of contract.
(x) The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
(xi) The firm should have a provision to take bookings 24x7.
(xii) The firm shall ensure that each of the driver carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the originating place. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of the University on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).
(i) "Full Day" would imply a run of the Mini Bus/Cars/Taxis upto 12 hours duration.
(ii) "Half Day" would imply a run of the Mini Bus/Cars/Taxis upto 6 Hours duration.

6. The firm shall provide Mini Bus/Cars/Taxis which are so duly authorized to run/operate as Mini Bus/Cars/Taxis 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. Mini Bus/Cars/Taxis to be provided by the firm shall use only legally authorized fuel in running the Mini Bus/Cars/Taxis.
7. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the contract period.
8. **Security Deposit:** The firm shall furnish FDR/Bankers cheque/Demand Draft of 5% of estimated cost/Tendered cost in favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar towards Security deposit, within 3 days of the date of acceptance of tender.
- 8.1 The FDR/Bankers Cheque/Demand Draft can be forfeited by order of the Raj Rishi Bhartrihari Matsya University, Alwar in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said FDR/Bankers Cheque/Demand Draft as may be considered by the Raj Rishi Bhartrihari Matsya University, Alwar to cover any incorrect or excess payments made on the bill to the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
9. **Penalty :-**
 - (a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of Mini Bus/Cars/Taxis from the market in the event of Contractor failing to provide requisitioned number of Mini Bus/Cars/Taxis, or not providing Mini Bus/Cars/Taxis, the University shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Raj Rishi Bhartrihari Matsya University, Alwar.
 - (b) The powers of the Raj Rishi Bhartrihari Matsya University, Alwar under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under clause 7 above.
10. **Breach of Terms and Conditions :-**
In case of breach of any of terms and conditions mentioned above, the competent Authority shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this University in that event and the Security deposit in the form of FDR/Bankers Cheque/Demand Draft Shall be en-cash.
11. **Sub-let of work:-** The firm shall not assign any other person or party or firm or sublet the work or any part of work to any other person or party or firm in any condition.
12. **Terms of Payment :**
 - 12.1 Neither payment shall be made in advance nor any loan from any bank or Financial Institution on the basis of the order of award of work will be recommended.
 - 12.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
 - 12.3 All payment shall be made by cheque only.
 - 12.4 Raj Rishi Bhartrihari Matsya University, Alwar shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
 - 12.5 The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and nothing else.

13. **Arbitration:-** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by; an arbitral tribunal containing a sole arbitrator to be appointed by Vice-Chancellor, Raj Rishi Bhartrihari Matsya University, Alwar. The arbitration proceedings shall take place in Raj Rishi Bhartrihari Matsya University, Alwar. The provisions of Arbitration and conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.
In witness whereof we the parties to this deed have put our hands and signatures to these present on the day and year first mentioned in token of execution of this deed.

For M/s

Registrar
For Raj Rishi Bhartrihari Matsya University,
Alwar

Witnesses:

1.

2.

Witnesses:

1.

2.

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any correction including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purpose of the Bid; or
 - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision 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 Service 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.

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No.....DatedI/We hereby declare under Section 7 of

Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 conducted or the making of false statement 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date :

Place :

Signature of Bidder

Name :

Designation :

Address :

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**

Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is Finance Officer Matsya University, Alwar.

The designation and the address of the first Appellate Authority is Hon'ble Vice Chancellor, Matsya University, Alwar.

(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 First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing 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 filled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filling Appeal

- (a) Fee for first appeal shall be two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,-
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, that 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 in the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to vary Quantities.

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procurement 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 one than more 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 for 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.

**SIGNATURE OF THE TENDERER WITH
FIRM'S RUBBER STAMP**