

	THROUGH E-TENDER
	<p>RAJASTHAN STATE ROAD TRANSPORT CORPORATION OFFICE OF THE GENERAL MANAGER (S/ P) JHOTWARA ROAD, JAIPUR</p> <p>Fax No. 0141-2281912, TEL No. 0141-2281912,2281913 Email:-gmsprsrc@gmail.com</p>

NIB NO. RSRTC/ PUR / GM (S/P) 2020-21/01

Date: -----

E-NOTICE INVITING BID

Online tenders are invited for purchase of following items as given below: -

S. No	Group of Item	Eligibility of firms	Estimated value of purchase. Rs. in lakh	Cost of tender Documents (not refundable) Rs.	Tender Processing Fee Rs.	Earnest money for financial bid. Rs.	Last date of tender submission Opening date of Technical bid.
1	Hand held Non contact forehead thermometer	The bidder shall be Original Manufacturer (OM), any dealer/distributor. Annual turnover of the firm in any of the last three years should be more than estimated value of purchases as specified in NIB.	5.00	1000/-	500/-	20000/-	09.06.2020 12.00 hrs 09.06.2020 13.00 Hrs

If any holiday comes on above dates then next working date will be treated for the same. For tendering process tenderer shall obtain the user ID and password for participating in e-tendering system through website <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and contact on (Help Desk be contacted directly in the following mobile nos. **0120-4200462, 0120-4001002, 91-8826246593**. 10.00 AM to 06.00 PM on all working days) & **also local no. 0141-4022688 working hr. Monday to Friday 9.30 AM to 06.00 PM on all working days**).The help desk can also be reached by mail support-eproc@nic.in

NOTE:-

- The detailed notification/tender documents can be downloaded from website <https://eproc.rajasthan.gov.in> Details of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on website <http://transport.rajasthan.gov.in/rsrtc> & <https://sppp.rajasthan.gov.in> Tenders are to be submitted online in electronic format on website <https://eproc.rajasthan.gov.in>
- Corrigendum's/modifications/corrections if any, will be published on the website <https://eproc.rajasthan.gov.in>, <http://transport.rajasthan.gov.in/rsrtc> & <https://sppp.rajasthan.gov.in>

3. Conditional / incomplete tender will be rejected.
4. Bidders who wish to participate in this tender will have to register on <https://eproc.rajasthan.gov.in> (Bidders registered on <https://eproc.rajasthan.gov.in> before request of tender documents. To participate in online tenders Bidders will have to procure digital signature certificate (type II or type III) as per information technology Act-2000 using which they can sign their Electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS safecrypt, Ncode etc or they may contact e-procurement cell, Department of IT & c, government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
5. Bidders shall submit their offer online in Electronic formats both or technical and financial proposal, however Demand Draft for Tender Fees, Processing fees and bid security should be submitted manually or through courier in the office of General Manager (S/P) RSRTC, Near T.B. Sanatorium, Jhotwara Road, Jaipur one day before last date & time of opening of technical and scanned copy of Demand Draft should also be uploaded along with the online bid.
6. The Managing Director, RSRTC, reserves the right to accept or reject any or all the tenders without assigning reasons thereof. The quantity of item to be purchased can be increased or decreased without assigning any reasons.
7. RSRTC reserves the right for verification of any information/ documents furnished by the bidder in the interest of the corporation.
8. Bid security and tender fee in the shape of demand draft payable to GM (S/P) RSRTC, Jaipur should be submitted before opening of bid.
9. Before electronically submitting the tenders it should be ensured that all the tender papers including conditions of contract are digitally signed by the tendered.
10. Training for the Bidders on the usage of e-tendering system is also being arranged by RISL on regular basis. Bidders interested on training may contact e-procurement cell RISL for booking the training slot.
11. Bidders are also advised to refer “Bidders manual” available under “downloads” section for further details about the e-tendering process.

Tender documents can be downloaded from online website <https://eproc.rajasthan.gov.in> If Tendered wish to participate in the tender then they have to make a payment of Tender Processing Fee as mentioned in the above table in form of Demand Draft in favour of “ Managing Director, RISL payable at “Jaipur” through courier or by personnel one day before the last date and time of the request of tender documents and also tender document fee, bid security which is mentioned in the above table be submitted to RSRTC in the form DD in favour of “GM(S/P) RSRTC” payable at “Jaipur” and be delivered to the under signed one day before last date and time of the submission of the tender.

For further details you can visit online website <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan ,Tilak Marg, C- Scheme , Jaipur-302005 and contact on (Help Desk be contacted directly in the following mobile nos. **0120-4200462, 0120-4001002 , 91-8826246593.** 10.00 AM to 06.00 PM on all working days) & **also local no. 0141-4022688 working hr. Monday to Friday 9.30 AM to 06.00 PM** on all working days). The help desk can also be reached by mail support-eproc@nic.in

General Manager (S/P)
Jaipur



SECTION I: TECHNICAL BID APPLICATION

To
The General Manager (S/P)
Rajasthan State Road Transport Corporation
Central Store, Jhotwara Road
JAIPUR-302 016.

Sub: Purchase of -----

Ref: NIB No.....

- a) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications,
- b) We have examined and have no reservations to the Bidding Document, including delivery schedule and other requirements,
- c) If our Bid is accepted, we commit to submit a Performance Security in the amount of **5%** of the order value, as per rule No.75 of RTPPP Act & Rule as the case may be, for the due performance of the purchase order/Contract;
- d) Our firm, including any subcontractors or suppliers for any part of the purchase order /Contract, have nationality of India,
- e) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law,
- f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive,
- g) We agree to permit the Procuring Entity to seek clarification/pending documents relating to the bid submission (continued eligibility criteria),
- h) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the purchase order /Contract till completion of all our obligations under the Contract.

Name: _____ In the capacity of: _____
Signed: _____ Date: _____ Duly authorized to sign the Bid for and on behalf
of _____ Complete Address _____
Tel: _____ Fax: _____ E-mail: _____ We wish to apply.



SECTION II: ELIGIBILITY AND EVALUATION CRITERIA

PRE-QUALIFICATION CRITERIA

1. The bidder shall be Original Manufacturer (OM), any dealer/distributor.
2. Annual turnover of the firm in any of the last three years should be more than estimated value of purchases as specified in NIB.

EVALUATION CRITERIA

1. The lowest FOR Central Stores, Jaipur price quoted in the financial bid price schedule, shall be the criteria for evaluation.

SECTION III: BID SPECIFICATIONS

Hand held Non contact forehead thermometer with comfortable grip & ergonomic design highly sensitive to measure with accuracy with following specifications:-

Quantity	200 Nos.
Measurement Range	32°C-42.9 °C(90F-109F)
Switchable units	°C or F
Accuracy	+0.02 °C
Measurement distance	3-5 cm
Certification	BIS/CE/VS-FDA
Guarantee	At least One year
Lock	Trigger Type

Note:

1. One carrying/storage bag is to be provided with every machine for safety of the device.
2. The required power supply or battery is to be provided with each machine.



SECTION IV: FINANCIAL PARAMETER SHEET

(To be filled by the bidders and should be submitted with the Technical bid documents electronically)

S. No.	Parameters	
1	Name & address of firm	
2	E-Mail Address for communications	
3	Brand Name/MAKE	
4	FOR	Central Store, RSRTC, Near T.B. Sanatorium, Jhotwara road, Jaipur
5	Validity of bid / contract period	30 days / One year
6	Bank Account Details for Payment	
7	Details of Service Centers in Rajasthan with e-mail id	

Note: -

1. In the BOQ the GST & discount must be quoted in percentage % only.
2. Rate should be quoted FOR Central Store RSRTC, Jaipur only.



SECTION V: INSTRUCTIONS TO BIDDERS

The Law relating to procurement “RTPP Act 2012 & Rules 2013” under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. If there is any discrepancy between the provisions of the Act & the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Bidding process:

The bidder shall submit the bids electronically through e-procurement portal (<http://eproc.rajasthan.gov.in>). The bid is invited in two stage bidding system i.e. pre-qualification (Technical) and commercial bid (BOQ) separately. **All the technical bid documents along with all types of bid fees should be uploaded only in e-procurement portal. No hard copy of technical bid documents will be accepted except demand drafts.** Sealed envelope consisting of demand draft of bid fee, processing fee and bid security should be submitted before opening of technical bid.

2. Documents:

The Technical Bid shall comprise the following:

- i. Bid fee.
- ii. Processing fee.
- iii. Bid Security.
- iv. Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority.
- v. Financial Parameter Sheet.
- vi. The annual turnover/profit-loss account for last 3 years.
- vii. GST registration certificate.
- viii. Declaration by Bidder (As on **Annexure ‘A’**)

3. Sale of bidding document:

The sale of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids. The complete Bidding Document shall also be available on the website of State Public Procurement Portal and website of RSRTC. The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the RSRTC.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

4. Bid fee and processing fee:

- i. The bid processing fees Rs. 500/- to be paid in the form of Demand Draft in favour of **MD RISL Jaipur**.
- ii. The bid documents fees Rs. 1000/- to be paid in the form of Demand Draft in favour of **GM (SP), RSRTC, Jaipur**.

5. Bid security:

- i) Bid Security shall be 5% of the estimated value of subject matter of procurement and it will be returned after expiry of the warranty period.
- ii) The Bid Security taken from a Bidder be forfeited in the following cases, namely:
 - a. when the Bidder withdraws or modifies his Bid after opening of Bids; or



- b. when the Bidder does not execute the purchase order/agreement within specified time period; after issue of letter of acceptance/placement of supply order; or
- c. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or when the bidders fails to make complete supply of acceptable goods.
- d. when the Bidder does not deposit the performance Security in the specified time after the supply/work period order is placed; or
- e. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules.
- f. In case of the successful Bidder, the amount of Bid Security in the shape of DD may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security.

After issuance of PO and getting supply this bid security will be treated as the Performance Security and performance security shall be forfeited and shall be payable as compensation to the Procuring Entity for any of the events mentioned below:

- i. when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
- ii. when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or
- iii. when any terms and conditions of the contract is breached; or
- iv. to adjust any accepted dues against the Supplier from any other contract with the Procuring Entity; or
- v. failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
- vi. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules.

Notice of 15 days' time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

The performance security does not carry any interest.

6. Language:

- i. The purchase order/contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the RSRTC, shall be written in the Hindi/English language.
- ii. If the bidder has submitted any required documents(as per clause 2) other than Hindi/English language, then it will be the responsibility of the bidder to submit required documents in translated version while submitting the tender & bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7. Award of contract:

A. Procuring Entity's Right to Vary Quantities at Time of Award

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.



- ii. Repeat order for additional quantities may be placed within validity of tender. The value of the additional quantities may be up to 50% of the value of goods of the original Contract at the rates and conditions given in the purchase order.

B. Dividing quantities among more than one Bidder at the time of award

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, to develop more sources & keeping in view the nature of items required for the smooth operation of vehicles ,the quantity may be divided between the Bidder, whose Bid is accepted and second & third 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.

Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offers thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

C. Acceptance of the successful Bid and award of contract

If the issuance of purchase order is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder for supply as a Token of acceptance of bid.

D. Signing of Contract/ agreement:

In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of Rs.500.00 at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bidding documents or where the period is not specified in the Bidding documents , then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

8. Code of integrity:

In case of any breach of the Code of Integrity by Bidder or prospective Bidder, as the case may be, RSRTC may take appropriate action in accordance with the provisions of RTPP act and rule.

9. Conflict of interest:

This will be as per RTPP act and rule.

10. Grievance handling procedure during procurement:

- (i) The Designation and Address of First Appellate Authority, including Room Number and Floor No., if any, is Executive **Director (Engg.)** Head Office, RSRTC, Parivahan Marg, Chomu House, Jaipur
- (ii) The Designation and Address of Second Appellate Authority, including Room Number and Floor No, if any, is **Managing Director Head Office**, RSRTC, Parivahan Marg, Chomu House, Jaipur.
- (iii) Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bidding documents, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules.



Appendix A: - (Appeals)

1. Filing an appeal

- a. 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, 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

2. 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 bidding 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.

3. Form and procedure of filing an appeal

- a. An appeal 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 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.

4. 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.



5. Procedure for disposal of appeals

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

RSPRTIC



FORM No. 1

[See rule 83]

Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature



SECTION VI: GENERAL CONDITIONS OF CONTRACT

Contents

1. Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.

2. Confidential Information:

In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the supplier shall keep confidential and shall not, without the written consent of the procuring entity, divulge to any third party any documents, data, or other information furnished directly or indirectly by the procuring entity in connection with the Contract.

3. Packing and Documents:

- i. The Supplier shall provide such packing of the Goods /documents as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their destination, as indicated in the Contract/PO/LOI.
- ii. In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

4. Insurance:

The goods should be properly packed and insured to safeguard against any transit damage/loss. In case, the material is not properly packed and insured, the supplier will have to make good to the loss sustained by the corporation, if any.

5. Transportation:

In case of Supply from within India, the Goods shall be supplied FOR Central Store, Near T.B. Sanatorium, Jhotwara road, Jaipur. All transportation charges, local taxes, etc. shall be borne by the Supplier.

6. Force Majeure:

- i. For purposes of this Clause, "Force Majeure" will mean as per Indian contract act.
- ii. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof.

7. Risk Purchase clause:

In case supplies are not made by the supplier as per the delivery schedule prescribed or the revised delivery schedule indicated in the purchase order, the procuring entity reserves the right to purchase material from alternate source even without giving any notice to supplier and in that event, the difference in purchase price and the contracted price as applicable at the time of supply, will be recovered from the supplier.

8. Contract Price and Payments:

A. Contract /purchase order Price

- i. The price quoted in the commercial bid (BOQ) submitted through e-portal mode will be considered for agreement / purchase order.
- ii. The bidder shall submit the financial bid electronically through e-procurement portal only. No hard copy of financial bid will be accepted.
- iii. The documents uploaded in the e-procurement portal will only be considered.

B. Terms of Payment

Full Payments shall be made after receipt and acceptance of material within 7 working days of RSRTC. In case payment is delayed beyond 7 working days of RSRTC no any Interest will be attracted.



C. Taxes and Duties

For Goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity. The rates should be quoted FOR Central Store RSRTC, Jaipur only.

9. Delivery/supply schedule:

- i. The successful bidder must supply the material as per delivery schedule given by procuring entity in the order or even amended later it may be within one day.

10. Samples, Inspection and Tests:

- i. Initial acceptance of the material will be subject to inspection of the goods in RSRTC as per specification mentioned in the order. In case of rejection of material in our Inspection department, the acceptable replacement is to be provided.
- ii. If necessary random samples from your supplies will be sent to any recognized testing lab for testing and if sample failed, the testing charges, administrative charges along with material cost will be borne by the supplier and such failure will be considered as an adverse credentials.

11. Warranty/ Guarantee:

- i. The Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use.
- ii. one year replacement or service warranty is to be provided by the supplier and supplier has to replace or repair the machine within 3 days.

12. Termination and Disputes:

A. Termination for Default: -

The procuring entity, without prejudice to any other remedy under the provision of the act the rules or the contract for breach of contract, by notice of default sent to the supplier, may terminate the purchase order/Contract.

B. Termination for Insolvency: -

The Procuring Entity may at any time terminate the purchase order/ contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

C. Standing Committee & Arbitration Clause: -

- i. As decided by the corporation board vide resolution no. 28/17 dated 16-08-2017, in case of dispute arising out of this contract, the matter shall have to be referred initially to the standing committee of RSRTC: -
 - a. Chairman & Managing Director/ Managing Director –Chair Person)
 - b. Financial Advisor
 - c. Concerned HOD
 - d. Executive Director (Law)
 - e. Officer in charge of concerned department - Member Secretary.

Officer in Charge after receiving the claim petition along with 2% fees of claim amount from the claimant will submit the petition to the Standing Committee. The standing committee will pass the decision based on the claim and documents produced by both the parties and decision so passed by the standing committee will be conveyed to both the parties by the member secretary of the committee.



BID DOCUMENTS OF HAND HELD NON CONTACT FOREHEAD THERMOMETER

- ii. The provision of Indian Arbitration and conciliation Act of 1996 or any statutory modification or re-enactment thereof and the rules made there under of the time being in force shall apply to the Arbitration proceeding under this clause. The venue of Arbitrators should be Jaipur.
- iii. All legal proceedings, if necessary, arise to institute by any of the parties shall have to be lodged in courts situated in Jaipur not elsewhere.

RSPRTC



SECTION VII:

VARIOUS FORMATS

ANNEXURE ‘A’

Declaration by the Bidder

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Goods] in response to their Notice Inviting Bids No..... Dated we hereby declare that:

1. Declaration by the Bidder under Section 7 and 11 of the Act

- i. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- ii. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
- iii. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
- iv. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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.
- v. We do not have a conflict of interest as specified in the RTPP Act & Rules and this Bidding Document, which materially affects fair competition.

We have complied and shall continue to comply with the Code of Integrity as specified in the RTPP Act & Rules, and this Bidding Document, till completion of all our obligations under the Contract.

2. Declaration by Bidder (For not being blacklisted)

We, the undersigned declare that our firm have not been blacklisted by any of STU’s/Govt. of India / State Government/ Public sector undertaking for breach of contract.

3. Declaration by Bidder (For not being bankruptcy and insolvent)

We, the undersigned declare that our firm have not been Bankruptcy /insolvent by any of Govt. bank / private bank.

If above declarations are 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: _____

Date:

Place:

Signature of Bidder:

Name:

Designation:

Address:



CHECK LIST

Note :- Please (✓) the submitted documents on web site.

On the top of envelope containing tender, please write as:

TENDER FOR-----DUE ON-----

Mandatory Documents to be submitted

(A) Fees

- (i) DD of tender fee in favour of GM(S/P) RSRTC, Jaipur.
- (ii) DD of bid security in favour of GM(S/P) RSRTC, Jaipur.
- (iii) DD of processing fee in favour of MD, RISL, Jaipur.

Necessary Documents to be submitted

(B) Technical Bid (only soft copy)

- (i.) Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority.
- (ii.) Financial Parameter Sheet.
- (iii.) GST registration certificate.
- (iv.) Declaration by Bidder (**As on Annexure 'A'**).

Note:

- i. If any firm fails to submit any of the mandatory documents (original), then RSRTC have the right to disqualify / reject the tender.
- ii. If any firm fails to submit any of the necessary documents, then RSRTC reserve the right to disqualify that firm from tender or ask the firm to submit the remaining documents online through soft copy.