

RAJASTHAN STATE ROAD TRANSPORT CORPORATION
Head Office, Parivahan Marg, Chomu House, Jaipur

Ref. No.:F3/ST/IT/53/2020/314

Date: 05/06/2020

E-Tender Notice

RFP for Supply, Deployment and Maintenance of FASTags on RSRTC Buses

Rajasthan State Road Transport Corporation, Jaipur invite bids from eligible bidders who have necessary qualifications and experience to carry out the work of **Supply, Deployment and Maintenance of FASTags on RSRTC Buses** in a time bound manner. The bidders who are interested in bidding can download the RFP from our website <https://eproc.rajasthan.gov.in> www.transport.rajasthan.gov.in/rsrtc and sppp.rajasthan.gov.in from 6th June 2020 onward.

Details of this tender notification and eligibility criteria are given as below:

| Srl | Event's Name | Date & Time |
|-----|--|--|
| 1 | Issue of NIT | 06/06/2020 10:00AM |
| 2 | Issue of RFP for Sale | 06/06/2020 10:30PM |
| 3 | Queries on RFP for Pre Bid Meeting as per format given in Annexure-3 should reach RSRTC (in writing & in soft copy) | 08/06/2020 11:00AM |
| 4 | Pre Bid Meeting | 08/06/2020 04:00 PM |
| 5 | Issue of Corrigendum, if any | 09/06/2020 04:00 PM |
| 6 | Submission of Response of RFP | 12/06/2020 03:00 PM |
| 7 | Opening of Technical Proposal | 12/06/2020 05:00PM |
| 8 | Opening of Financial Proposal of the Technically Qualified Bidder | Will be intimated latter |
| 9 | RFP Document Fee | Rs. 5,000/- favour of "Financial Advisor,RSRTC" payable at Jaipur |
| 10 | Bid Security Deposit | Rs. 4,20,000/- favour of "Financial Advisor,RSRTC" payable at Jaipur |
| 11 | Processing Fee RISL | Rs. 1000/- favor of "Managing Director, RISL" payable at Jaipur |
| 12 | Bid Validity | 90 Days |

- Note:-** 1. All above events will be held at Rajasthan State Road Transport Corporation, Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan.
2. In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

For tender 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 No.0141-4022688 (Help dsh 10.00 AM to 06.00 PM on all working days).

NOTE:

- Detailed notification / tender documents can be down loaded 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 www.rsrtc.rajasthan.gov.in. Tenders are to be submitted on line in electronic format on website <https://eproc.rajasthan.gov.in>

2. Corrigendum's/modifications/corrections if any will be published on the website <https://eproc.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 saftcrypt, m 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 earnest money of technical / price bid & financial bid should be submitted manually or through courier in the office of Executive Director (Traffic), RSRTC, Head Office, Parivahan Marg, Jaipur before last date and time of opening of technical / price bid and scanned copy of the 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 bidders in the interest of the corporation.
8. Earnest money of technical bid/ financial bid in the shape of demand draft payable to the Financial Advisor, RSRTC, Jaipur should be submitted before opening the 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 tenderer.
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.
12. Best offer be submitted and likely "No negotiation".
13. Financial bids shall be considered only after evaluation of Technical bids.
14. Tenders without BSD shall be rejected.

Tender documents can be downloaded from online website

<https://eproc.rajasthan.gov.in>. If tenderer wish to participate in the tender then they have to make a payment processing fee as mentioned in the above table in the form of Demand Draft in favour of "Managing Director, RISL through Courier or by personnel before last date and time of the request of tender documents and also tender document fee, earnest money of Technical and Financial bids which is mentioned in the above table be submitted to RSRTC in the form of DD in favour of FA, RSRTC, Jaipur and be delivered to the undersigned before last date and time of the submission of the tender. If any bidder wishes he can forward/submit hard copy of the offer also but soft copy of tender documents is mandatory.

For further details you can visit online visit <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and Contact No.0141-4022688 (Help Desk 10.00 AM to 06.00 PM on all working days).

**RFP for
Supply, Deployment and Maintenance of
FASTags on RSRTC Buses**

No.F3/HO/ST/IT/53/2020/314
Date- 05/06/20

**Rajasthan State Road Transport Corporation
IT Cell Head Office, Jaipur**

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1. ABOUT RSRTC:

Rajasthan State Road Transport Corporation is the Rajasthan State Government establishment for providing interstate and intercity bus services. Currently, RSRTC is the largest intercity bus transport service provider in Rajasthan.

It was established on 1st October 1964 under Road Transport Act 1950, with headquarter in Jaipur. Initially it was started with 421 buses, running forty five thousand kilometers among 8 Depots and carries twenty nine thousand passengers daily. Right now RSRTC have 4500 buses and 56 depots which runs sixteen lacs kilometer and carry 10 lacs passengers daily. Currently, RSRTC provide services in Rajasthan, Gujarat, Haryana, Uttar Pradesh, Delhi, Himachal Pradesh, Uttarakhand, Madhya Pradesh, Jammu & Kashmir, Chandigarh and Maharashtra.

At present RSRTC have ordinary, express, deluxe, semi deluxe, Air Condition, Luxury Services (Volvo, Scania), sleeper and Mercedes buses in his fleet.

2. PURPOSE OF THE BID:

RSRTC intends to deployment and maintain of FASTags in all buses in compliance of NHAI-GOI guidelines for Electronic Toll Collection (ETC). Tender document can also be downloaded from website: <https://eproc.rajasthan.gov.in> and <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in>

3. RFP ISSUER:

RFP Issuer Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan.

4. PRICE OF RFP

The price of this RFP document is Rs. 5000/- (Rupee Five Thousand Only) inclusive of all taxes. This amount will be Non-Refundable. Bidders have to pay the cost of the RFP in the form of Cash/DD/Bankers Cheque which should be in favour of "Financial Advisor, Rajasthan State Road Transport Corporation" payable at Jaipur. RFP Document should be downloaded from RSRTC website i.e. <http://transport.rajasthan.gov.in/rsrtc> or <https://www.eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>

5. NON-TRANSFERABLE RFP

This Request for Proposal (RFP) is not transferable. The bidder, to whom the Bid has been issued, only can participate in the bid.

6. BID SUBMISSION

The bidders are expected to submit their offers in two parts namely, “Technical Bid” and “Financial Bid” in the format has given in this document.

- i. **Technical Bid:** All the requested documents along with fee submitted by the firm will be scanned and uploaded on E-Procurement Portal as mentioned in the NIB.
- ii. **Financial Bid:** Financial Bid forms must be submitted as prescribed format of BoQ (Bill of Quantity) in (.xls) only.

7. CORRESPONDENCE AND SUBMISSION DETAILS:

Bid Inviting Authority:

The Executive Director (Traffic)
Rajasthan State Road Transport Corporation,
Head Office, ParivahanMarg, Chomu House,
Jaipur - 302001, Rajasthan

Contact for Technical Issues:

The DGM (IT)
Rajasthan State Road Transport Corporation
Head Office, ParivahanMarg, Chomu House,
Jaipur - 302001, Rajasthan
Tel No — 0141-2360254 / 95492 34592
Website: <http://transport.rajasthan.gov.in/rsrtc>
E-mail: dgmit.rsrtc@rajasthan.gov.in

8. KEY EVENTS:

| S.No. | Event's Name | Date & Time |
|-------|---|--|
| 1 | Issue of RFP for Sale | 06-06-2020; 10:00 AM |
| 2 | Pre Bid Meeting | 06-06-2020; 10:30 AM |
| 3 | Issue of Corrigendum, if any | 09-06-2020; 04:00 PM |
| 4 | Submission of Response of RFP | 12-06-2020; 03:00 PM |
| 5 | Opening of Technical Proposal | 12-06-2020; 05:00 PM |
| 6 | Opening of Financial Proposal of the Technically Qualified Bidder | Will be intimated later |
| 7 | Bid Security Deposit (BSD Fee) | Rs. 4,20,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan. |
| 8 | Bid document Fee | Rs. 5,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan. |
| 9 | Bid Processing Fee | Rs. 1000/- in favor of "MD, RISL" payable at Jaipur Rajasthan. |
| 10. | Bid Validity Period | 90 Days |

Note:-

- All above events will be held at Head Office Rajasthan Road State Transport Corporation, Jaipur
- In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

9. ELIGIBILITY CRITERIA:

| Eligibility Criteria | |
|----------------------|---|
| A. | The Bidder must be a Nationalized Bank or Scheduled Bank (included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934) or Payment Bank as per RBI Banking Act, 1949. (Enclosed: Certificate) |
| B. | The Bidder shall have positive net worth in last financial year. (Enclosed: CA Certified Audited Balance Sheet) |
| C. | The Bidder must have the experience of issuing at least 3000 FASTags in anywhere in India. (Enclosed: Certificate) |
| D. | Bidder shall not be blacklisted/ banned/debar by any Central/State Government /PSU/ Government Agencies. An undertaking on Rs. 500/- Non-judicial stamp paper to be submitted. |
| E. | The Bidder should have at least one operational/Maintenance office in Rajasthan |
| F. | The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal. |

10. BID SECURITY DEPOSIT:

The Bidder shall furnish the BSD as part of this bid;

- The BSD is required to protect RSRTC against the risk of Bidder's conduct which would warrant the BSD's forfeiture.
- The BSD of Rs. 4,20,000/- (Rs. Four Lacs Twenty Thousand Only) shall be denominated in Indian Rupees, and shall be submitted in the form of a Banker's cheque/DD/bank guarantee issued by a Nationalized / Scheduled Bank.
- No interest amount payable on the Bid security and it shall be valid till 90 days of the publishing of the bid.
- Unsuccessful Bidder's BSD will be discharged / returned after signing of the contract with the successful Bidder. No interest will be paid by RSRTC on the BSD amount.

The BSD may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- If the Bidder is found to have submitted false particulars / fake documents; or
- If the Bidder is found to have indulged in corrupt practices or manipulation of rates by cartelization; or
- In the case of a successful Bidder, if the Bidder fails;

- To sign the Contract in accordance with draft mentioned in the annexure of this; or
- RSRTC will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- RSRTC will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, this contract.
- Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

11. PERFORMANCE SECURITY DEPOSIT:

Within 5 days of the receipt of notification of award from RSRTC, the successful Bidder shall furnish the Performance Security Deposit of 5% of the total contract value (based on quoted price in financial bid) valid for entire contractual period plus 3 months extra in accordance with the Conditions of Contract. Performance Security Deposit can be in the form of Bank Guarantee/DD/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur as per the guidelines of RPP Act, 2012 and RPP Rules, 2013. No interest amount payable on the Performance Security Deposit.

12. INSTRUCTION TO BIDDER:

12.1 Prevailing of Law:

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force with effect from 26 January, 2013 which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Applicant / Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

12.2 Amendment of RFP Document

- At any time prior to the last date for receipt of bids, RSRTC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. It shall not be mandatory for RSRTC to disclose the reasons for this change.
- The amendment will be notified through website of RSRTC and would be binding on all Bidders.
- In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RSRTC may, at its discretion, extend the last date for the receipt of Bids.
- RSRTC may at any time during the bidding process request the Bidder to submit revised Technical / Financial Bids and/or Supplementary Financial bids without thereby incurring any liability on RSRTC to the affected Bidder or Bidders before opening of financial bids.
- Bidders should make note of any amendments and corrigendum issued at any time by RSRTC through the department website and the same must be submitted as enclosure of RFP document.

12.3 Language of Bids

- The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RSRTC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12.4 Bid Price

The Bidder shall quote in the Performa prescribed in financial bid;

- The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.
- The Bidder as part of its Financial Bid should account for all out of pocket and other expenses that the Bidder shall incur during the contract period.

12.5 Firm Price

Prices quoted and negotiated must be final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

- RSRTC reserves the right to validate the technical specifications supplied with respect to specifications as provided in RFP using competent technical committee/agency acting on behalf of RSRTC.
- The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes and other charges as may be applicable in relation to the activities proposed to be carried out.
- In case the taxes are not including in bid prices, the amount so mentioned would be deemed as inclusive of taxes.
- A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid shall be rejected summarily.

12.6 Authorized Signatory

- For the purpose of submission of the bid, the Bidder may be represented by either the Principal Officer (MD/CEO/Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority (Power of Attorney or Board Resolution). All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.

12.7 Period of Validity of Bid

Bids shall remain valid for period of 90 days from opening of the financial bid. A bid valid for a shorter period shall be rejected by RSRTC as non- responsive and shall not be taken up for evaluation purposes.

- RSRTC may request the Bidder(s) for an extension of the period of validity of the bids.
- The request and the responses thereto shall be made in writing (by letter or by e-mail). The validity of BSD shall also be duly extended in accordance to mutual consent of the bidders.
- A bidder granting the request will not be permitted to modify its bid.

12.8 Local Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors at the respective locations, sites and offices of RSRTC that would have any effect on the performance of the contract and / or the cost.

- The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost. RSRTC shall, however, provide him necessary permissions if the details of the visit schedule are made available in advance.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for project will in no way

relieve the successful Bidder from performing any work in accordance with the contract entered into.

- It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the RFP documents.

12.9 Last date of Receipt of the Bid

- Although, bids will be received by online but not later than the time and date specified in Key Events & Date.
- RSRTC may, at its discretion, extend the last date for the submission of bids by issuing a corrigendum and amending the dates provided in Key Events & Date, in which case all rights and obligations of RSRTC and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

12.10 Evaluation of Bid

Evaluation Methodology

RSRTC will examine the bids in two phases.

12.11.1 Phase 1 – Technical Evaluation

All bids will go through an evaluation against the Eligibility Criteria as mentioned in this bid. Only those bidders who meet the Eligibility Criteria would be considered for Phase 2 of the evaluation process.

12.11.2 Phase 2 – Financial Evaluation

The financial bids of the bidders qualifying Phase 1 of evaluation shall be opened in the presence of the representatives of the qualified bidders and award the bid on the basis of Highest quoted price (H1).

12.11 Post Qualification and Award Criteria

- This determination will take into account the Bidder's financial and technical strengths and capabilities. It will also include examination of the documentary evidence submitted by the Bidder as part of the bid as well as such other information as RSRTC deems necessary and appropriate.
- A negative determination will result in rejection of the Bidder's bid, in which event; RSRTC will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- RSRTC is not bound to accept the best evaluated bid or any bid and reserves the right to reject any bid without assigning any reason thereof;

12.12 RSRTC Right to accept any bid or Reject any or all bids

- RSRTC reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring

any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RSRTC action.

13. SCOPE OF WORK:

- The bidder shall extend all concession benefits to RSRTC like daily Passes (valid for 24 hrs or no. of trips), monthly passes (valid for 30 days or specified no. of trips), Toll operator discount etc.
- It shall be the responsibility of the bidder to ensure availability of FASTags, and affixing RFID tags which are to be issued to RSRTC buses
- It is the bidder responsibility to affix the FASTags as per vehicle types as provided by RSRTC.
- FASTAG will not keep any balance. All the funds would be available in the Depot Wallet Account by which all the FASTAG would be synced.
- The bidder shall provide the details of transactions for the movement of Vehicles. However, bidder will share the data of RFID tags and Transaction data and also share the transaction API for live integration with RSRTC.
- In case of vehicle transfer from one dept to another depot, the charges would be NIL. For any type of transfer of vehicle from one depot to another depot, RSRTC bus to provide the prior information to the bidder in advance of 5 working days.
- RSRTC shall provide data like condemnation/Auction/Accident of buses, expiry of transport contracts in reference of hired buses or any other such related data to the bidder at regular intervals or real time basis as mutually agreed. Bank need to take appropriate action like blocking of FASTags.
- The bidder shall debit RSRTC Saving Account maintained with the bidder, Jaipur main branch, with a prepaid arrangement.
- The bidder shall share customer care number and contact points for query/grievances raised by RSRTC for its resolution purpose;
- The few benefits of implementation of the FASTag are also listed below:
 - Nil charges as deposit of FASTag.
 - Nil charges for FASTag and re-issuance.
 - Nil charges for installation of FASTag.
 - Accidental death covers for driver and conductor of Rs. 01 Lac.
 - 2.5% Government sponsored cash back on all Toll Transaction subject to change as per NHAI-Gol.
 - **Cash back should be over & above on the concession of monthly passes or daily passes or any other concessions provided by tolls.**

14. Obligation of RSRTC:

- RSRTC shall provide the list of TTs under contract with RSRTC for the bidder FASTag program and share the information with the bidder in advance in writing.
- RSRTC shall ensure that TTs are assembled at a pre-defined location for the Tag affixing process and the schedule of the same is shared with the bidder in advance.
- RSRTC shall identify the TT at the Depot/Terminal to register the same for the program along with the vehicle class to provide verified copies of all vehicle owners Registration Certificates (RC) required for the purpose of registration of the vehicle for this program. In case of incorrect Vehicle Class, Bank shall debit the RSRTC account with the incremental toll fare difference.
- RSRTC shall open and maintain saving Account with the bidder, with a debit mandate by bank, exclusively for the FASTag activity.
 - RSRTC shall arrange to make payment to the bidder for all toll transactions; the bidder shall debit RSRTC's preferred Saving Account as per the Auto Sweep agreement for funding RSRTC Fastag wallet.
 - RSRTC shall ensure maximum possible enrollment of TT under contract PAN India. RSRTC shall be responsible for identifying and carrying out proper due diligence and also monitoring the TTs and RSRTC shall be responsible to the bank for all actions and inactions of TTs, if any in respect of the arrangement as per the Agreement.
 - RSRTC shall ensure the FASTag for TTs under contract with RSRTC are utilized only for the purposes mentioned herein in this Agreement.
 - RSRTC to raise any Charge Back cases within 30 (thirty) days TAT from the transaction date. All chargeback raised by RSRTC for the month with proof will be reimbursed by the bank in next business month.

15. PROJECT IMPLEMENTATION PLAN:

The project shall be implemented in two phases as follows:

| | Work | Timelines |
|---------------|---|-----------------------------------|
| Project Start | Project Start | T = date of Issuing of work order |
| Phase I | Supply, deployment and activation of FASTags at depot location mentioned in the RFP | T1 = T + 10 days |
| Phase II | All Activated FASTags to be synced with wallet and MIS Portal | T1 + 05 days |
| | Total | 15 days |

Note: - The timeline to complete the Phase I to Phase II is 15 days from the signing of the agreement. However, the bidder may complete the phases before the stated timelines.

16. CONTRACT PERIOD:

The contract period shall be five years after the issuing work order. Contract period can be extended further for 2.5 years with mutual consent (bidder and RSRTC) and/or as per RTPP Act 2012 and Rules 2013.

17. LIQUIDATED DAMAGE:

- If the Bidder fails to complete the entire works before the scheduled completion date or the extended date, the RSRTC may without prejudice to any other right or remedy available to the RSRTC as under the Contract;
 - (i) Recover from the Bidder, as liquidated damages and not by way of penalty for a delay of Rs. 5000/-per day beyond the Scheduled completion date or extended date. For the purpose of liquidated damages, the scheduled completion date will be taken as the date of completion and acceptance of all the activities till Certifications of successful operations of the integrated solution completion given to Bidder by RSRTC and/or
 - (ii) Terminate the contract or a portion or part of the work thereof. The RSRTC shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the RSRTC.

18. SERVICE LEVEL AGREEMENT/PENALTIES:

SLA is the contract between RSRTC and the successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

| Description | Penalty |
|--|--|
| RSRTC buses not allowed passing through Toll Plaza on monthly basis due to defective TAGs. | NIL upto 50 incidents, Rs.75/- per incident for 51-100 incidents, Rs. 100/- per incidents for 101 and beyond incidents, based on calendar month. |
| Delay in fitment of TAGs or authorization for Toll Payments | New Vehicle – beyond 10 days- Rs. 75 per bus per day |
| Delay in Fitment of TAGs or authorization for Toll Payments for entire fleet beyond 15 days. | Rs. 20/- per bus per day beyond 15 days for remaining buses |

| | |
|--|--|
| Excess billing for same vehicle i.e. discount/concession not provided. | Penalty equal to two times the excess billing amount. |
| If the FASTags are not working or black listed/block FASTags on Toll Plaza while have balance in wallet. | Penalty is equal to the paid amount at toll plaza plus Rs. 100/- per incident. |
| If the wrong deduction of toll fee due to mismatch of vehicle category. | The excess amount paid at toll plaza plus Rs. 100/- per incident. |
| Non- submission of MIS report | Rs. 500/- per report beyond 7 days after asking the same. |

19. TERMINATION:

Default is said to have occurred:

- i) If the Successful bidder fails to deliver any or all services as per service standards specified in the agreement.
- ii) If the Successful bidder in the judgment of the RSRTC has engaged in corrupt or fraudulent practices in competing or executing the agreement.
- iii) If the Successful bidder, in either of the above circumstances, does not take remedial steps within a period of fifteen days after receipt of the default notice from the RSRTC (or takes longer period in spite of what the RSRTC may authorize in writing), the RSRTC may terminate the agreement in whole or in part. In addition to above, the RSRTC may at its discretion also take the subsequent actions.
- iv) Risk Purchase: In the event the RSRTC terminates the agreement in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Successful bidder shall be liable to the RSRTC for any excess costs for such similar services. However, the Successful bidder shall continue performance of the contract to the extent not terminated.

20. DISPUTE RESOLUTION:

- RSRTC and Successful bidder shall make every effort to resolve disputes amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement will be settled at the level of Head of Department.
- If during the subsistence of this Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation,

implementation, material breach or any alleged material breach of any provision of this Agreement or regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Standing Committee. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives fifteen (15) days' notice to refer the dispute before standing committee to the other Party in writing.

- Any dispute related to this agreement arises between the parties shall first be settled through amicable settlement. In case matter is not settled amicably within 30 days, same shall be referred to Standing Committee. Standing Committee would consist of following members as per order 781 dtd 3rd October 2017.
 - (i) Chairman and Managing Director or Chairman or Managing Director
 - (ii) Financial Advisor
 - (iii) Executive Director (Traffic)
 - (iv) Executive Director (Legal)
 - (v) Deputy General Manager (IT) – Member Secretary

21. First Appellate Authority:

Any dispute related to this bidding process arises between the bidder and RSRTC, shall first be settled through this committee. First Appellate Authority committee would consist of following members

- i. Executive Director (Traffic)
- ii. Financial Advisor
- iii. Executive Director (Legal)
- iv. Deputy General Manager (IT) – Member Secretary

22. INDEMNITY:

- Either Party ("Indemnifying Party") hereby agrees to indemnify and holds harmless the other Party "Indemnified Party"), its affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted by any person including third parties, as such fees and expenses are incurred), joint or several, that arise out of, or based upon

- Any untrue statement or misrepresentation of a material fact contained in the documents / other material provided by the Indemnifying Party or an omission to state a material fact therein;
- any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Indemnifying Party or its directors, employees, personnel or representatives.
- The remedies provided for in this clause are not exclusive and may not limit any rights or remedies that may otherwise be available to either Party, its directors, employees, personnel or representatives in law or in equity.

23. LIMITATION OF LIABILITY:

Under no circumstances shall either Party be liable to the other Party for indirect incidental, consequential, special or exemplary damages arising from this Agreement, even if Bidder / RSRTC has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

24. INTELLECTUAL PROPERTY RIGHTS:

Neither Party shall use the Intellectual Property of the other Party, in any manner whatsoever, without the prior written permission of that Party.

25. GOVERNING LAW AND JURISDICTION:

- The provisions of this Agreement shall be governed by, and constructed in accordance with laws of India.
- 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.

26. WAIVER:

No failure or delay on the part of either Party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any failure or delay in exercise of such power, right or privilege preclude the other from further exercise thereof. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

27. OPERATIONS AND SERVICE STANDARDS:

All operating and servicing standards and procedures will be as mutually agreed upon between the Parties to this Agreement in compliance with the direction of NPCI/ RBI/ NHAI from time to time. Amendments to the operating and service level standards will not require any amendment to this Agreement, but will be confirmed by prior exchange of letters in writing.

28. COUNTERPARTS:

This Agreement may be executed in two counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

29. SEVERABILITY:

If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

30. ASSIGNMENT:

Neither Party shall assign or transfer all or any of its rights, benefits or obligations under this Agreement without obtaining other Party's prior written approval.

31. RELATIONSHIP BETWEEN PARTIES:

The relationship between RSRTC and the bidder shall be governed exclusively by this Agreement and notwithstanding any nomenclature used in this Agreement. No presumption of any relation in the nature of agency, joint venture, partnership or functionality shall be presumed or shall exist. Nothing contained herein shall be deemed to create any relationship of principal and agent or, master and servant or, employer and employee between the Parties hereto or affiliates thereof or, to provide either Party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party.

32. FINANCIAL BID:

Financial Evaluation

The financial bids of the bidders qualifying Phase 1 and Phase 2 of evaluation shall be opened of the qualified bidders. The bidder quoting the highest quote in their financial proposal as per the forms provided with the Financial Bid will be evaluated as H1.

| S.No. | Passback Description | Rate quoted by the bidder in %age |
|-------|----------------------|-----------------------------------|
| 1. | Pass back to RSRTC |% |
| | | (This is on transaction Value) |

33. DRAFT AGREEMENT:

This agreement is made and executed on this _____ day of _____, 2020

BETWEEN

Executive Director (Traffic), Rajasthan State Road Transport Corporation (RSRTC), Head Office, ParivahanMarg, Chomu House, Jaipur – 302 001 (hereinafter referred to as “RSRTC”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART
AND

M/s <Name>.,<Address>, Phone :<Phone Number>, Fax :<Fax No> (hereinafter referred to as <‘NAME’>), which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART

Both the RSRTC and <‘NAME’>), shall hereinafter be referred to individually as ‘Party’ and collectively as ‘Parties’ in this Contract.

WHEREAS

- a) The RSRTC, party to the FIRST PART invited RFP vide no. Dated2020 and subsequent corrigendum (hereinafter called as “RFP”).
- b) The <NAME OF BIDDER>, party to the SECOND PART has submitted its offer for such services in accordance with all the terms and conditions stipulated in the RFP.
- c) The FIRST PART has placed work order to SECOND PART vide order no. dated for the aforesaid works for a period of five years as per terms and conditions mentioned in the RFP and this Agreement and whereas the SECOND PART has deposited a sum of Rs./- as a Performance Security Deposit as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.
- d) The SECOND PART has agreed to provide services as per terms and condition of the RFP, including the terms of this Agreement, and subsequent corrigendum would be treated as a part of this Agreement.
- e) The terms and conditions laid down in the NIT/RFP documents, work order of contract; Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with NIT/RFP shall be deemed to form and be read and constructed as part of this Agreement.
- f) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement unless the context otherwise requires:

- “Agreement” means this Agreement, the Schedules attached hereto and the agreed terms as set out in the RFP including any amendments and modifications to the above from time to time.
- “Confidential Information” means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is :
 - by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
 - But does not include information which is or becomes public knowledge other than by a breach of this Agreement;
- “Document” means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or/and databases or microfilm or computer generated micro fiche’
- “Contract period” shall refer to five years from the date on which the work order is issued.
- “Services” means all such services that are set out in the Scope of work as per RFP and includes any amendment, modification, clarification and addition to such Scope of work, as the RSRTC may deem fit and mutually decide upon by both the parties during the Term of this Agreement in order to enable the performance of the System, as set out in this Agreement;
- Bidding Authority refers to Executive Director (Traffic), RSRTC, Jaipur.

INTERPRETATION:

- In this Agreement unless a contrary intention is evident
- The clause headings are for purposes of convenience of reference only and do not form part of this Agreement
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses

- Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.
- A word in the singular includes the plural and a word in the plural includes the singular.
- A word importing a gender includes any other gender,
- A reference to a person includes a partnership and a body corporate;
- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Agreement and the RFP, the terms hereof shall prevail.

IN WITNESS WHERE OF the Parties here
to have hereunto set their hands and
seal the day and year first above written.

Executive Director (Traffic),
Rajasthan State Road Transport
Corporation, Head Office, Jaipur

Witnesses :

Authorized Signatory,
SECOND PART
ADDRESS

Witnesses :

34. DEPOTS LOCATIONS:

| S.No. | Location | S.No. | Location |
|-------|-----------------|-------|---------------|
| 1. | Jaipur | 29. | Anoopgarh |
| 2. | Vaishali Nagar | 30. | Bikaner |
| 3. | Vidhydhar Nagar | 31. | GangaNagar |
| 4. | Deluxe | 32. | Hanumangarh |
| 5. | CBS Jaipur | 33. | SardarShahar |
| 6. | Dausa | 34. | Churu |
| 7. | Kotputali | 35. | Sikar |
| 8. | Bharatpur | 36. | Jhujhunu |
| 9. | Lohagarh | 37. | Falna |
| 10. | Hindaun | 38. | Phalodi |
| 11. | Karoli | 39. | Jodhpur |
| 12. | Alwar | 40. | Jaisalmer |
| 13. | Matsya Nagar | 41. | Jalore |
| 14. | Dholpur | 42. | Pali |
| 15. | Tijara | 43. | Sirohi |
| 16. | Kota | 44. | Aburoad |
| 17. | Bundi | 45. | Udaipur |
| 18. | Tonk | 46. | Banswara |
| 19. | Jhalawar | 47. | Rajasamnd |
| 20. | SawaiMadhopur | 48. | Khetri |
| 21. | Baran | 49. | Chittorgarh |
| 22. | Ajmer | 50. | Dungarpur |
| 23. | CBS Ajmer | 51. | Barmer |
| 24. | Beawar | 52. | Shahpura |
| 25. | Deedwana | 53. | Srimadhopur |
| 26. | Nagaur | 54. | Pratapgarh |
| 27. | Ajaymeru | 55. | CBS Ahmedabad |
| 28. | Bhilwara | 56. | CBS Delhi |

35. ANNEXURES:

Annexure-1

Covering letter for technical bid:

To,
Executive Director (traffic)
RSRTC Head Office,
ParivahanMarg, C-Scheme
Jaipur- 302001

Sir,

Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to "XXXX." under the project 'XXX' in RSRTC as required and outlined in the RFP.

I/ We undertake, if our bid is accepted, to develop the XXX in accordance with the requirements.

I/ We agree to abide by this bid for a period of three months after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We agree to the terms & conditions mentioned in the RFP document.

Dated this _____ day of _____

Signature (in the capacity of)
Duly authorized to sign Bid for and on behalf of

Seal of the Company

Annexure-2

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No.....Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of a criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the RTPP-Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/We hereby declare that in the preparation and submission of proposal, I/We have not acted in collusion with any other bidder and not done any act, deed or thing which is or could be regarded as anti-competitive.
7. I/We hereby further declare that I/we have not offered nor will offer any illegal gratification in cash or any other kind to any person or agency in connection with the instant proposal.

Date:

Signature of the Bidder

Place:

Name:

Designation:

Address:

Seal of the Company

Annexure-3

Format for “Request Clarification”

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy and hard copy) as mentioned in “Key Events and Dates” clause

| Rajasthan State Road Transport Corporation | | |
|--|--|----------------------------------|
| | Bidders request for clarification | |
| Name of Organization submitting the request. | | |
| Name and Designation of person submitting the request. | | |
| Full address of the Organization including Phone/ Fax & e-mail point of contact. | | |
| Telephone | | |
| FAX | | |
| E Mail Address | | |
| Bidding document reference (s) (page no. & section no.) | Content of RFP requiring clarification | Points of clarification required |
| | | |
| | | |
| | | |

Pre-bid queries will be entertained only for those bidders who have purchased the RFP.

Place:

Date:

Name & Signature:

Company Seal:

Annexure-4

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

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

- A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- B Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure-5

Grievance Redressal during Procurement Process:

The designation and address of the First Appellate Authority as per clause - 21
The designation and address of the Second Appellate Authority is CMD, RSRTC

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

(3) If the Officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (3), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid Process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for 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 Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
 - (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (j) 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.

[See Rule 83]

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

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

of the representative:

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

6.Grounds of appeal:

.....

..... (Supported by an affidavit)

7.Prayer:

.....

.....

Place

Date

Appellant's Signature