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RAJASTHAN STATE ROAD TRANSPORT CORPORATION
Parivahan Marg, Jaipur – 302001
RAJASTHAN

NOTICE INVITING BID			
1	Address details of issuing authority	FA RSRTC, Head office, Parivahan Marg, Jaipur	
2	Bid Enquiry No.	General Manager (Finance) Mobile no. 9549658020	
3	Scope of Work	To provide an electronic platform for conducting forward E-Auction for sale of serviceable and unserviceable material, obsolete, new spare parts and scrap of ferrous & non- ferrous metal, scrap tyres & tubes, scrap bus body with assembly & without assembly used oil & chemicals, electrical wire, machinery condom office equipment and other scrap material of RSRTC lying at CWS Ajmer, Jodhpur, Jaipur & DWS Udaipur through E-Auction	
4	Estimated Value of sale of Scrap material to be auctioned during one year	Rs. 35 Crore	
5	Eligibility	As per encl. T&C No. 3	
6	Bid security deposit for technical Bid/financial bid	Rs. 70,000/-	
7	Downloading of Specification/Bid documents for RSRTC website.	Start date 18-05-2020	Hrs 10.00
8	Before opening bid Per-bid meeting	26-05-2020	11.00
9	If any corrigendum	29-05-2020	11.00
10	Date & time up to which bidders shall be received	05-06-2020	15.00
11	Date & time of opening of bid	08-06-2020	15.00
12	Bid processing fees	Rs. 1000/- in the form of Demand Draft in favour of “Managing Director, RISL, Jaipur.	
13	Bid document fees	Rs. 5000/- in the form of demand draft in favour of FINANCIAL ADVISOR, RSRTC payable at JAIPUR is to be submitted in a separate envelope along with the bid.	
14	Bid Form can only be downloaded from RSRTC website http://transport.rajasthan.gov.in/rsrtc and http://sppp.rajasthan.gov.in also on http://eproc.rajasthan.gov.in		

RAJASTHAN STATE ROAD TRANSPORT CORPORATION

Head office Parivahan Marg Jaipur 302001

Tel. No. 2373043 Ext. 203 & 273

E-MAIL: rsrtc.fa@gmail.com

Nit No. RSRTC/Audit/

date:

Notice Inviting Bid

On line bidders are invited from the e-auctioners from well establish firms detail of work given below:-

S.No	Description of work	Estimated Auction amount
1	To provide an electronic platform for conducting forward E-Auction for sale of serviceable and unserviceable material, obsolete, new spare parts and scrap of ferrous & non- ferrous metal, scrap tyres & tubes, scrap bus body with assembly & without assembly used oil & chemicals, electrical wire, machinery condom office equipment and other scrap material of RSRTC lying at CWS Ajmer, Jodhpur, Jaipurn and divisional work shop udaipur through E-Auction	Total amount is estimated 35 crore per year.

For bid process bidder shall obtain the user ID and Password for participating in E-Bidding system through website <https://eproc.Rajasthan.gov.in> or from E-Procurement call 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.)

Note:-

1. Detailed notification/bid documents can be down loaded from website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in> Details of this bid notification and pre-qualification criteria can also be seen in NIT exhibited on website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in>
2. Corrigendum/modifications/corrections if any will be published on the website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in> Conditional/incomplete bid will be rejected.
3. Bidders who wish to participate in this bid will have to register on <https://eproc.rajasthan.gov.in> (Bidders registered on <https://eproc.rajasthan.gov.in> before request of bid documents to participate in online bids, Bidders will have to procure digital signature of bid documents to participate in online bids Bidders will have to procure digital signature certificate (type II or type III) as per [information technology Act-2000](#) using which they can sigh their Electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e TCS safterypt.m Ncode etc. or they may contact e-procurement call, 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 need not procure a new Digital Certificate.
4. Bidders shall submit their offer online in Electronic formats both or technical and financial proposal, however, Demand draft for bid processing fees and bid security deposit of technical/price bid & financial bid should be submitted manually or through courier in the office or F.A.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 alongwith the online bid.
5. The Chairman & Managing Director, RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.
6. RSRTC reserves the right for verification of any information/documents furnished by the bidders in the interest of the corporation.
7. Bid security deposit of technical bid/ financial bid in the shape of FDR/BG/DD/RTGS/NEFT payable to the FA, RSRTC, Jaipur should be submitted before opening the bid.

8. Before electronically submitting the bids it should be ensured that all the bid papers including conditions of contract are digitally signed by the r.
9. Training for the bidders on the usage of e-bidding system is also being arrange by RISL on regular basis. Bidders interested on training may contact e-procurement cell RISL for booking the training slot.
10. Bidders are also advised to refer "Bidders Manual" available under "downloads" section for further details about the e-bidding process. Bid documents can be downloaded from online website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in> If bidder wish to participate in the bid then they have to make a payment of 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 bid documents and also bid documents fee, bid security deposits of Technical and Financial bids which is mentioned in the above table be submitted to RSRTC in the form of FDR/BG/NEFT/RTGS/DD in favour of FA, RSRTC, Jaipur and be delivered to the undersigned before last date and time of the submission of the bid. 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.)
11. Financial bids shall be considered only after evaluation of Technical bids.
12. Bids without Bid processing fees, Bid document fees and bid security deposits shall be rejected.

FINANCIAL ADVISOR

SECTION I – GENERAL INSTRUCTIONS TO BIDDERS (TERMS & CONDITIONS)

1. Auctioneers required to have their own website to display the e-auction & relevant document & must be thorough in operating the e-auction.
2. At the time of e-auction your representative along with laptop with internet facility must be required. The auctioneer will depute his representative who is perfect in all respect at CWS Ajmer, Jodhpur, Jaipur and DWS Udaipur (Rajasthan) . This is required for the purpose of showing the e-auction operations, decisions & onwards submission to the Auction Committee members up to issue of offer letters.
3. Detailed notification/bid documents can be down loaded from website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in> Details of this bid notification and pre-qualification criteria can also be seen in Nit exhibited on the same website.
4. Corrigendum/modification/corrections if any will be published on the website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in>
5. Bidders who wish to participate in the bid will have to register on <https://eproc.rajasthan.gov.in> (Bidders registered on <https://eproc.rajasthan.gov.in> before request of bid documents to participate in online bids 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 safterypt.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.
6. Bidders shall submit their offer online in Electronic formats both technical and financial proposal, however, Demand draft for bid Processing fees and bid security deposits of technical/price bid & financial bid should be submitted manually or through courier in the office of F.A. 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 alongwith the online bid.
7. The Managing Director, RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.
8. RSRTC reserves the right for verification of any information/documents furnished by the bidders in the interest of the corporation.
9. Bid security deposits of technical bid/financial bid through demand draft/BG/FDR/RTGS/NEFT payable to the FA, RSRTC, Jaipur and should be submitted before opening the bid.
10. Before electronically submitting the bid it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
11. Training for the bidders on the usage of e-bidding 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.
12. Bidders are also advised to refer “Bidders manual” available under “downloads” section for further details about the e-bidding process. Bid documents can be downloaded from online website <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in> If bidder wish to participate in the bid then they have to make a payment of processing fee as mentioned in the above table in the form of Demand Draft in favour of “ Managing Director, RISL through Courier or by personal before last date and time of the request of bid documents and bid documents fee, bid security deposits of Technical and Financial bids which has been mentioned in the above table should be submitted to RSRTC in the form of BG/FDR/DD in favour of FA, RSRTC, Jaipur and be delivered to the undersigned before last date and time of the submission of the bid. 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.)
13. Financial bids shall be considered only after evaluation of Technical bids.

14. Bids without Bid processing fees, Bid document fees and bid security deposit shall be rejected.
15. RSRTC will keep reserve off set price and will have full right taken decision accordingly.
16. **Opening of Bid:** The bid received on or before stipulated date & time of submission shall be opened on _____ at the “Head office of the RSRTC Jaipur” in presence of the bidders or their representatives who will be present at the time of bid opening in case the date of bid opening happens to be a holiday, the bid will be opened on the next working day at the same time. Price Bids of only those bids/offers which qualify against the “Prequalification Criteria” will be opened immediately after scrutiny of the “Technical Bids”
17. **Period of Contract:** The Successful bidder will be appointed as Auctioneers for conducting e-Auction on behalf of RSRTC for a period of one year and it can be extend another one year with the consent of both parties.

SECTION II – NATURE & SCOPE OF WORK

Scope of work: The Scope of work for the activities to be performed by the successful bidder in e-auction are as below.

1. Nature & Scope of service and responsibilities of the Auctioneer:

- (i) An auctioneer is required to have their own internet website to display the e-auction & relevant documents & must be thorough in operating the e-auction
- (ii) Training of both RSRTC personal & the bidders on the usage of e-auction System. The training imparted shall be properly structured to meet the different requirements of RSRTC & the bidders.
- (iii) On acceptance of the latter of Award in respect of this contract, the Auctioneer shall register RSRTC as “Seller” for the E-auction website of the Auctioneer without imposing any registration charges.
- (iv) The Auctioneer shall conduct e-auctions directly and in no case shall appoint any other dealer/trader/Auctioneer for the purpose.
- (v) The auctioneer shall not bid for or purchase any lot, either by himself or through his representative or any person and shall not have or acquire any interest thereon for any e-auction conducted by him on behalf of RSRTC.
- (vi) The material to be sold by way of e-auction are the properties of RSRTC and the Auctioneer shall have no authority or domain over the same.
- (vii) Auction will be conducted every month or such other frequency as may be required by market condition and mutually agreed for surplus asset the auction will be conducted as and when required by Corporation with the lead time of 25 day.
- (viii) Generally, RSRTC shall furnish the list of items to be disposed off Scrap serviceable/unserviceable materials, obsolete new spare parts and old buses (such as scrap of ferrous, non-ferrous metals, scrap of tyres and tubes/bus body fittings/ used oil and chemicals/ electrical wire/ machinery spares/ auto spares parts/ scrape and servisable assembly at bus and scrap of buses and its bodies etc. However, the Auctioneer may offer guidance for making proper lots so as to fetch better bids for the respective lots.
- (ix) Since e-auction is a web-based system, the Auctioneer shall ensure that maximum publicity of the e-auctions through internet as per RTTP act 2012 the detail of materials to be auctioned Individual notices by e-mail to all the prospective bidders registered with them.
- (x) RSRTC shall have free access to the e-auction site as & when required. For the purpose of security, the Auctioneer shall provide RSRTC with confidential password for accessing the e-auction site & witnessing the e-auction as a seller.
- (xi) After final revision of the list by RSRTC, the Auctioneer will co-ordinate with RSRTC to activate process at schedule time & date which will be decided mutually by RSRTC & Auctioneer.
- (xii) At closure of e-auction within scheduled or extended period as above, the Auctioneer’s system shall automatically get locked so that the participants cannot enter their bids there after.

- (xiii) In the event of termination of contract by either parties at any stage during tenure of the contract or conclusion of contract period (with or without extension), the auctioneer shall render their services within the scope of the contract till complete execution of all the sale orders booked/issued on or before the date of termination/conclusion.
- (xiv) RSRTC will not handover any documents related to the scrape vehicles to the buyer. Dismantling of vehicle within RSRTC premises however will not be permitted.
- (xv) The Auctioneer shall take prior permission of RSRTC for instituting case in any Court of Law in the matters arising out of any sale/auction under this agreement.

2. Responsibilities of RSRTC

- (i) RSRTC shall provide the Auctioneer with the list of materials to be sold through e-auction at least 25 days prior to the scheduled date of e-auction. The list shall consist of details like location of material (name of the RSRTC Stores/Site), Lot Number, description of material, quantity and detail tax structure.
- (ii) RSRTC shall allow the prospective bidders to inspect the material offered for e-auction, at the respective locations within 5 days prior to the date of e-auction.
- (iii) RSRTC shall have complete access to the Auctioneer's website so that the e-auction proceedings can be witnessed.
- (iv) On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the RSRTC auction committee shall take decision in respect of acceptance or rejection of bids on same day. Such decision shall be binding on the bidders as well as the Auctioneer. RSRTC shall not be bound to assign any reason for such acceptance or rejection of bids.
- (v) On approval from the Auction Committee, Sales intimation letters shall be issued to the successful bidders of the respective lots by the Auctioneer immediately under intimation to RSRTC. The successful bidders shall have to deposit requisite amount of performance security deposit at the concerned Units where the material is located within prescribed time from the date of acceptance date.
- (vi) The goods will be sold as and where they lie. The whole of the lot or lots shall be taken from the site of accumulation with all faults and errors in descriptions or otherwise quantities, qualities size, measurements, numbers and weight as stated in the catalogue are approx and no warranty or guaranty shall be implied. Stores are sold on the assumption that bidders have inspected the lots and know what they are buying whether they have first inspected or no. No complaint will be entertained and no reliance must be placed on any description.
- (vii) If the successful bidder fails to pay the requisite amount within the stipulated period of, the sale intimation letters issued to him shall be treated as cancelled and he shall have no claim over the lot thereafter and RSRTC will re-auction the said lots and amount deposited including bid security deposit will be forfeited.

3. Pre-Qualification Criteria: Following will be the Pre-Qualification Criteria

- (i) The bidder must have total transacted sale value of more than Rs. 100 Crores (Rupees one hundred crores) through forward e-auction over a total period from date 01.04.2017 to 31.03.2019. A certificate by a Chartered Accountant confirming the same is required to be submitted along with the offer.
- (ii) The bidder must have experience of minimum two years for conducting e-auctions of any Govt. Deptt./corp./local bodies/State Road Transport Undertakings and must have sold material not less than Rs. 100 Crores (Rupees one hundred Crores only) within last two years. Detailed certificates from respective State Road Transport Undertakings to be attached.
- (iii) The bidder shall furnish the details of the e-auctions conducted by him such as name of the firms for whom e-auctions have been conducted, date of auctions, amount of auctions with brief description of commodities/materials sold in auction in the proforma as per enclosed Annexure – "C-1" & Annexure – "C-2" to the bid document. These statements are titled as "Statement of details of e-auction conducted by the bidder for the year 2017-18 & 2018-19. The bidder should submit the information in Annexure- "C-1" & Annexure – "C-2"

- (iv) The bid/e-auction platform shall comply with it Act-2000 (as amended upto date) in all respects. Copy of valid certificate to be enclosed.
- (v) **BSD:** The bid should be accompanied by bid security deposit Deposit of Rs 70,000/- (Rs. Seventy Thousand Only) in the form BG/FDR/Demand Draft from any Nationalized/Scheduled Bank Payable at Jaipur only, favour of Financial Advisor, RSRTC, payable at Jaipur The bidders submitted without proper BSD shall be rejected. Technical Bid of such offers shall not be opened & shall not be considered for further scrutiny.

(vi) The bidder shall also submit the documents pertaining to the following items:

1. Bank account No & address of the bank from where the bidder is operating his bank Account.
2. Documentary Proof of registration under GST.
3. Documentary Proof of registration under shop & Establishment Act and GST Certificate.
4. Partnership deed/any other document related to ownership of firm/company/proprietorship of the auctioneers establishment & power of attorney in favour of the person signing the bid.
5. Technical details of bidders e-auction System.

4. Approximate Estimated Sale amount of the Auctions:

The approximate estimated sale amount of the auctions per year is Rs 35 Crore Which is indicative only & may vary to any extent on either sides. RSRTC does not guarantee as to the value or quantity or stores which will be entrusted to the successful bidder auctions in any given period & no Claim will lie against RSRTC on the ground that services or successful bidder have not been utilized in fact.

5. Bidding procedure, accepted of bid, payment, penalty and other clause:

1. The bidder who wish to participate in the e-auction will have to deposit bid security deposit a sum of Rs 50,000/- for bidding condemned material/spare parts, a sum of Rs 1,00,000/- for bidding condemned buses with or without assembly and a sum of Rs. 50,000/- for burnt oil.
2. Bid security deposit shall be refunded to unsuccessful bidder after completion of auction process.
3. Bid security deposit deposited by successful bidder must be transfer to bank account of concerned unit of corporation on next day of the auction day. The successful bidder shall deposit estimate auction amount in the bank account of concern unit of corporation in following manners.

A. In case of material (other than condemn buses with or without any assembly)

- (i) With in five days from the date of acceptance letter.

Estimated Value of auctioned material	Amount to be deposite (with in five days)
Up to 01.00 lac	50% of estimated value
Above 01.00 lac upto 05.00 lacs	30% of estimated value
More then 05.00 lacs	20% of estimated value

- (ii) The successful bidder shall deposit remaining amount of estimate value with in 15 days from acceptance letter. After this period the bidder can deposit remaining amount with interest @ 15 % per annum up to next 15 days.

If a bidder fails to pay any amount at any stage in prescribe time as above all amount including bid security deposit deposited by the bidder will be forfeited and no claim will be accepted.

- (iii) At the time of delivery of auctioned material the difference amount of estimated and actual amount of auctioned material and taxes will be paid by bidder in form of RTGS/NEFT/FDR/BG/DD to concern unit.

(iv) Ground Rent

The successful bidder should collect auction material with in 30 days from the date of acceptance letter. After 30 days the ground rent will be charged @ Rs. 200/- per day per lot for next 15 days. After 45 days from the date of acceptance letter, amount deposited by the bidder for auctioned material including bid security deposit will be forfeited in the interest of the corporation and no claim will be accepted.

B. In case of vehicle with or without assembly.

- (i) If the bidder purchase up to 25 buses he will has to deposit the cost of bus with tax with in 10 days from the date of acceptance letter in the Bank account of concern unit of corporation.
- (ii) If the bidder purchase more than 25 buses, he has to deposit the cost of 25 buses with tax, with in 10 days from acceptance letters and further in multiple of 25 buses cost including tax in every 10 days.
- (iii) The bidder can deposit outstanding amount with interest @ 15 % per annum with in 10 days from due date.
If bidder fails to pay any amount at any stage in prescribe time as above, all amount including bid security deposit deposited by the bidder will be forfeited. No claim will be accepted.
- (iv) **Ground Rent**
The successful bidder should be collect 25 vehicles with in 10 day from date of acceptance letter. Further in multiple of 25 vehicles in every 10 days. After completion of prescribed day, ground rent will be charged @ Rs. 200/- per day per bus up to next 10 days.
If he fails to collect the vehicles with in prescribed time, all amount deposited by bidder including bid security deposit will be forfeited and no claim will be accepted.
- (v) The delivery of auctioned material/vehicles will be made by unit concern after receipt of total value of auctioned material/vehicles including taxes, interest, ground rent etc.

6. Commission charges of services:

- (i) Bidder should clearly quote sale off (for condemned buses and scrape spare parts) commission charges for e-auction in Price Bid as per Bid Rate Schedule enclosed to the bid Documents for the services to be rendered by him. The rate of commission shall be on percentage basis i.e commission including all taxes shall be payable to the successful bidder as a percentage of actual amount realized by RSRTC for the e-auction conducted by the successful bidder.
- (ii) Commission charges shall not be payable on the amounts of statutory taxes and Duties, delayed payment charges, Ground Rent Charges, payments made by the purchaser but material not lifted and forfeited deposits for the lots not lifted by the purchasers.
- (iii) The bidder shall clearly quote the commission rate in figures & in words as well. In case of discrepancy in the two, the rate which is the lower one shall be considered as the rate offered including GST and other taxes if any.
- (iv) The rate of commission quoted by the bidder shall remain unchanged during currency of contract.
- (v) Deduction of Tax at source (TDS) will be made as per the current provision under income Tax Act. The commission rate for E-Auction is inclusive of charges of advertisement, preparing/printing of auction catalogues and also advice/directions for taxes and duties on scrape sold in the auction sales.
- (vi) The auctioneer will assist our above cited units for realization of current GST and other taxes from the successful bidders and finalization of such cases with the concern authorities and our units in the finalization of the earlier assessment which are in dispute with local authorities.

7. Agreemet:

The successful bidder shall execute an agreement on proper stamp within 15 days from the date of award of contract. The expenses of stamp duty will be born by the auctioneer.

8. Performance Security Deposit:

As a performance security for the due fulfilment of all his obligations under this agreement, the auctioneer shall deposit as a performance Security Deposit of Rs 3,00,000/- in BG/FDR/NEFT/RTGS/DD before agreement misrepresentation or fraud committed by the auctioneer and/or his employees or agents during the course of business arising out of this agreement. The Auctioneer shall agree & keep RSRTC harmless and indemnified from and against all costs and expenses incurred and all losses and damages suffered by RSRTC due to or as a result of any misrepresentation or fraud on the part of Auctioneer and/ or his employees or agents.

9. Acceptance of bid:

RSRTC is not bound either to accept the lowest (or any) bid or to assign any reason for such rejection. RSRTC is not bound to disclose any analysis reports of the bid. RSRTC Reserves the right to accept the bid for the entire work or the part of it. RSRTC reserves the right to entrust the work to one or more than one agency. The bidder on his part should bind himself to undertake the work awarded to him in part or whole at the option of RSRTC.

10. Rejection of bid:

- 11.** RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.

12. Refund/Forfeiture of bid security deposit (BSD):

The bid security deposit shall be returned to unsuccessful bidder after deposit of performance security amount and agreement from successful bidder. However RSRTC shall not be responsible for any loss or depreciation that the bidder may have to sustain while the BSD is in the possession of RSRTC, nor be liable to pay any interest thereon. Upon acceptance of the bid, the BSD shall be appropriated as a part payment towards required Performance Security Deposit or shall be refunded to the bidder if the Performance Security Deposit is paid in full as per condition No. 08 above.

Bidder if the Performance Security Deposit is paid in full if the bidder withdraws/changes his offer or if the bid is accepted and the bidder fails to furnish the performance Security Deposit as per condition No. 08 above. Any clarification regarding this bid can be sought from the "Financial Advisor, RSRTC, Jaipur-302001.

SECURITY. The Bid security taken from a bidder shall be forfeited in the following cases, namely:- (a) when the bidder withdraws or modifies its bid after opening of bids; (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period; (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified; (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

- 13. Auctioning Infrastructure:** The bidder must have adequate infrastructure to arrange the auctions of bigger volume of variety materials offered for disposal in an organization like Road Transport Corporations. Such infrastructures resources should be available to conduct auction throughout Rajasthan & personnel's should be well qualified & experienced in the highly intricate type of business to deal with auction. The bidder must be well versed to the different related aspects of auctions such as lot making segregation, arrangements necessary to conduct auction in an highly profitable way, sensitive to various different situations & unpredictable problems etc & should have well trained staff to handle such situation/all problems efficiently. The bidder should also be well versed in conducting of auction, evaluating response of the purchaser for maximum return etc.

14. Auctioning Coordination:

The bidder should have experience & ability to pursue the firms so as to ensure that the payments are realized in time from the successful bidders. He should be well conversant with the delivery procedure & all other related works & would be required to co-ordinate & assist the successful bidders as well as the corporation to have an effective & successful deal.

15. Auction Location:

Minimum 4 auctions in a year will have to be conducted at any place in Rajasthan State where RSRTC's stores are situated or where the material for auction is available & therefore, it must be specified in the bid whether the bid will be liable to be ignored.

- 16. R.S.R.T.C** reserves the right to undertake the disposal activities of scrape and vehicle at their own level at any time during the currency of contract.

17. 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 –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.

- ii. The provision of Indian Arbitration and conciliation Act of 1996 or any statution 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.

18. ARBITRATION:

In case of any dispute or difference what so ever arising between the parties out of or relating to the construction interpretation, application or meaning scope operation or effect of this contract for the validity of the breach thereof shall be settled by arbitration to the First appealent authority Financial Advisor RSRTC, Jaipur & second appealent authority Managing Director, RSRTC, Jaipur. The decision of arbitration will be binding on both parties.

Annexure-‘A’

TECHNICAL BID

SCHEDULE OF GENERAL PARTICULARS OF THE BIDDER

(Any particulars mentioned below if requires more space, the information may be supplied on extra pages as annexure)

1. Name of the Bidder :
2. Address, Telephone/Fax No. and e-Mail address of the bidder
3. PAN No. and proof of filling income Tax and GST Return/Clearance Certificate for last 5 years of the bidder
4. Name of two owner/partner/Directors/Proprietors/ General Managers/Responsible men of the firm along with their Telephone No. Email addresses
5. PAN No. and proof of filling income Tax Return for last 3 year of above Responsible men
6. Name, telephone No. and Email address of work's Manager/Responsible person to whom reference should be made for expeditions technical co-ordination/ other clarifications.
7. Constitution and Composition of the Firm (Whether Proprietary/partnership/private/ public Limited or Govt. undertaking)
8. Copy of the Memorandum/Partnership Deed/ Article of Association may be attached
9. If firm Registered with Registrar of Companies or other Govt./Semi-Govt. Dept. Give the details of Authority with which it is registered and also give the Registration No.
10. Order copies of similar nature of contracts executed with Govt./Semi-Govt./ reputed Organizations.
11. Balance Sheet for last three years including trading, profit & loss account
12. Details of staff employed in company
13. Bank references
14. Sele value of E auction Rs 100 crore throw forward e-auctioner a total period from date 01-04-2017 to 31-03-2019 A certificate be a chartered accountant confirming the same is required to be submitted along with the offer
15. The bidder must have experience of minimum two years for conducting e-auction of any Govt.Deptt./corp./local bodies/ State Road Transport undertakings detailed certificates to be attached.

Annexure-‘B’

FINANCIAL BID

SCHEDULE OF RATES

Sr.	Description of work	Value	Rate of commission (as percentage of realized sale value including all taxes)
1	2	3	4
1.	To provide an electronic platform for conducting forward E-Auction To provide an electronic platform for conducting forward E-Auction for sale of serviceable & unserviceable materials, obsolete new spare parts and old buses (such as scrap of ferrous, non-ferrous metals, scrap of tyres and tubes/ bus body fittings/ used oil and chemicals/ electrical wire/machinery spares/ Auto spares parts and scrap of buses and its bodies etc & any other material of RSRTC lying at various stores/ offices under the jurisdiction of RSRTC.		

Seal & Stamp

Name of the Bidder

Annexure-“C-1”

Proforma for statement of details of e-auctions conducted Govt. Deptt./corp./local bodies/State
Road Transport Undertakings by the Auctioneer in the Financial Year 2017-18

Sr. No.	Name of Organisation	Total Sale Value	Remarks

Annexure-“C-2”

Proforma for statement of details of e-auctions conducted for Govt. Deptt./corp./local
bodies/State Road Transport Undertakings by theAuctioneer in the Financial Year 2018-2019

Sr. No.	Name of Organisation	Total Sale Value	Remarks

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

i. 'A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; ,or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of ,.. in response to their Notice Inviting Bids No 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 specified in the Bidding Document;
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up , not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications 'to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is MD, RSRTC

The designation and address of the Second Appellate Authority is Chairman, RSRTC. In case, the Chairman, RSRTC and MD, RSRTC is held by same person then Second Appellate Authority will be BOARD OF DIRECTORS, 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 the appeal.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) 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 document, 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 document, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal 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)

$$(\dot{\mathbf{i}}\dot{\mathbf{i}})$$
$$(iii)$$

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

Docl

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

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

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.