



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**SECTION I: TECHNICAL BID APPLICATION**

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

Sub: Purchase of -----

Ref: NIB No.....

- a) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications,
- b) We have examined and have no reservations to the Bidding Document, including delivery schedule and other requirements,
- c) Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period,
- d) If our Bid is accepted, we commit to submit a Performance Security in the amount of **5%** of the order value or shall submit the Performance Security Declaration, as per rule No.75 of RTPP Act & Rule as the case may be, for the due performance of the purchase order/Contract;
- e) Our firm, including any subcontractors or suppliers for any part of the purchase order /Contract, have nationality of India,
- f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process,
- g) We will provide evidence of continued eligibility satisfactorily to the procuring entity, at the procuring entity request during period of contract,
- h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law,
- i) We understand that this Bid, together with your written acceptance thereof included in your notification of award of purchase order, shall constitute a binding contract between us, until a formal Contract is prepared and executed,
- j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive,
- k) We agree to permit the Procuring Entity to seek clarification/pending documents relating to the bid submission (continued eligibility criteria),
- l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the purchase order /Contract till completion of all our obligations under the Contract.

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



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**SECTION II: ELIGIBILITY AND EVALUATION CRITERIA**

**PRE-QUALIFICATION CRITERIA**

1. The bidder shall be chassis manufacturers, OE firms or other manufacturers registered on ASRTU or with other STU's for which necessary proof have to be submitted.
2. Annual turnover of the firm for group of items should be more than estimated value of purchases as specified in NIB.

**EVALUATION CRITERIA**

1. The lowest rate PMT FOR Central Stores, Jaipur quoted in the financial bid price schedule, shall be the criteria for evaluation; however the quantity may be divided among more than one Bidder at the price and conditions of the lowest evaluated Bid.
2. Rate PMT will be calculated considering the weightage of consumption of Main Leaf, 2<sup>nd</sup> Leaf & 3<sup>rd</sup> to 8<sup>th</sup> Leaf of the total consumption of spring leaves of RSRTC for preceding financial year.
3. Regular purchases may be made from well tried firms. Well-tried means:  
A firm who have supplied the tendered material to RSRTC during last 3 years satisfactorily.  
Or  
A firm who have supplied the tendered material of estimated tender value to other STU's or chassis manufacturer during last 3 years satisfactorily.
4. Trial purchases may be made from not more than two lowest untried firms (which must be registered on ASRTU or with other STU's) whose rates are lower than the acceptable firm or on whom order is decided.
5. The OE firms whether tried or untried will always fall in the zone of consideration for regular purchases.



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**SECTION III: SPECIFICATIONS, TESTING AND SAMPLING FOR VARIOUS TYPES OF LEAF SPRINGS**

**SPECIFICATION FOR LEYLAND AND TATA SPRING LEAVES AND ASSYS.AS PER AS :250:1/AS:250:79: Sept-2012(Tata),AS:100:1/AS:100:79:Sept-2012(Leyland)**

1. Rear Spring Main Leaf to 8<sup>th</sup> leaf, Cheetah 203”(W.B.) Leyland (Centre Bolt Type) Part No. F 45556010/M to F 4556010/8.
2. Front Spring Main Leaf to 8<sup>th</sup> Leaf, Cheetah 203” (W.B.) Leyland (Centre Bolt Type) Part No. F 45556110/M to F 4556110/8.
3. Rear and Front Spring Assys. Leyland centre bolt type.
4. Rear Spring Main Leaf to 8<sup>th</sup> Leaf suitable for Leyland weveller type having part No. P3211645,P3211745, P3211845, P3211945, P3212045, P3212145, P3212245, & P3212345 respectively.
5. Front Spring Main Leaf to 8<sup>th</sup> Leaf suitable for Leyland weveller type having part No.P3214945, P3215045, P3215145, P3215245, P3215345, P3215445, P3215545 & P3215645 respectively.
6. Rear Spring Main Leaf to 8<sup>th</sup> leaf (Flat size 80X13mm),Tata 1512.TC vehicles having part No.2573 3241 7169,2573 3241 7170, 2573 3241 7171,2573 3241 7172, 2573 3241 7173, 2573 3241 7174, 2573 3241 7175, & 2573 3241 7176 respectively.
7. Front Spring Main Leaf to 8<sup>th</sup> leaf (Flat size 70X 11 mm), Tata 1512 TC vehicles having part No.042 320 0113J, 342 321 0712, 342 321 0713, 342 321 0714, 342 321 0715, 342 321 0716, 342 321 0717, & 342 321 0718 respectively.
8. Rear Spring Main Leaf to 8<sup>th</sup> leaf (Flat size 80X13mm),Tata BS-III/IV vehicles having part No. 2618 3240 0107, 2618 3240 7127to 7133 respectively.
9. Front Spring Main Leaf to 8<sup>th</sup> leaf (Flat size 70X 11 mm & 70 X 12mm), Tata BS-III/IV vehicles having part No. 2618 3210 0109, 2618 3210 7111 to 7117 respectively.
10. Front & Rear Spring Main Leaf to 8<sup>th</sup> Leaf suitable for Tata weveller type.
11. Rear and Front Spring Assys. Tata 1512 TC of above leaves.
12. Rear Spring Main leaf to 8<sup>th</sup> leaf suitable for Leyland midi Buses Model ALPSV 3/71
13. Front Spring Main leaf to 8<sup>th</sup> leaf suitable for Leyland midi Buses Model ALPSV 3/71
14. Rear Spring Main leaf to 8<sup>th</sup> leaf suitable for Tata midi Buses Model LP712/42
15. Front Spring Main leaf to 8<sup>th</sup> leaf suitable for Tata midi Buses Model LP712/42
16. Rear Spring Main leaf to 8<sup>th</sup> leaf suitable for Eicher midi Buses Model 10.75
17. Front Spring Main leaf to 8<sup>th</sup> leaf suitable for Eicher midi Buses Model 10.75
18. Rear Spring Main leaf to 8<sup>th</sup> leaf suitable for Eicher Buses Model 20.15
19. Front Spring Main leaf to 8<sup>th</sup> leaf suitable for Eicher Buses Model 20.15

**NOTE:-**

Tender is subject to the following conditions in addition to the terms conditions enclosed.

1. (a)The specifications of all the leaves should be as per current ASRTU specifications.  
(b)The steel flat price for the basis of tender would be **Rs 47782/-** PMT. Necessary escalation in steel flat price shall be given to all bidders from time to time as per



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

PRSC of ASRTU recommendations or as per firm's contract if having with ASRTU & also will be applicable on all firms participating in tender.

**(Please quote the one rate of conversion charges for all the models of Tata/Leyland/ Eicher & Midi Buses Tata/Leyland/Eicher) & Rate other than BOQ will not be considered.**

Note:-Please note that your bid should be strictly in accordance to the above parameters otherwise the offer is liable to be rejected.

- (c) Tenderers are advised not to submit the rate of individual leaf, only conversion charges for Main Leaf, 2<sup>nd</sup> leaf and 3<sup>rd</sup> to 8<sup>th</sup> leaf considering steel flat price **Rs.47782/-** PMT is to be submitted.
  - (d) The weight chart of Individual leaf is enclosed.
  - (e) The weight of each spring leaf shall be as per relevant specifications. However, for acceptance of supply in the lot of 10 M.T., the weight of lot shall be taken into consideration and for acceptance of the lot, it is necessary that the actual weight is within the tolerance limit of  $\pm 3\%$  . If, the actual weight of lot is found to be less than 3%, the supply shall not be accepted. In this way, the individual weight of leaves shall not be the criteria for acceptance. The payment of acceptable lot shall also be made on the basis of actual weight of the lot but limited to 10 M .T. **The supply of spring leavers of Leyland & Tata Midi Buses along with Eicher Buses & Spring Leaves Tata weveller type shall be taken as per requirement.**
2. Random samples from your supplies will be sent to CIRT, Pune or any recognized testing lab for testing and if sample failed, the testing charges, administrative charges along with material cost will be borne by the supplier and such failure will be considered as an adverse credential. The penalty on deviation from parameters will be leviable as per ASRTU procedure/ formula laid down by corporation.
  3. The firms shall supply spring leaves using spring steel flat of following re- rollers preferably -

<u>S.No.</u>	<u>Name of firm</u>
i	M/s B.P.Alloys Ltd., Ludhiana.
ii	M/s Continental Steel Corporation Kolkata
iii	M/s Malerkotla Rolling Mill (P) Ltd Nagpur
iv	M/s Kontinental Steel Korporation, Chandigarh

Note: - Any source other than above if approved/ deleted by RSRTC, the same can be added/ deleted in the list of approved sources of supply of steel flat during the supply of spring leaves. However, it will be the sole responsibility of the manufacturers of spring leaves to get the material confirming to the specifications to ensure the quality of the finished product. The flat used by the firm may be checked at any time by RSRTC to ensure the use of steel flat of above said sources.



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

Weight of Spring Leaves Leyland and Tata

S.NO	L.F. NO	PART NO	NOMENCLATURE	WT. in KG
1	SL/LCH/17	F4556010/M	Rr. Spring Main Leaf Ley (CB Type)	11.60
2	SL/LCH/18	F4556010/2	2nd	11.70
3	SL/LCH/19	F4556010/3	3rd	9.85
4	SL/LCH/20	F4556010/4	4th	9.29
5	SL/LCH/21	F4556010/5	5th	8.57
6	SL/LCH/22	F4566010/6	6th	7.95
7	SL/LCH/23	F4566010/7	7th	7.23
8	SL/LCH/24	F45560010/8	8th	6.57
9	SL/LCH/25	F4556110/M	Front Spring Main Leaf Ley (CB Type)	11.30
10	SL/LCH/26	F4556110/2	2nd	11.45
11	SL/LCH/27	F4556110/3	3rd	9.35
12	SL/LCH/28	F4556110/4	4th	8.10
13	SL/LCH/29	F4556110/5	5th	6.77
14	SL/LCH/30	F4556110/6	6th	5.50
15	SC/LCH/32	P3211645	Rr. Spring Main Leaf Ley (WevellerType)	15.85
16	SC/LCH/33	P3211745	2nd	15.85
17	SC/LCH/38	P3211845	3rd	13.00
18	SC/LCH/39	P3211945	4th	12.50
19	SC/LCH/40	P3212045	5th	10.10
20	SC/LCH/41	P3212145	6th	9.80
21	SC/LCH/34	P3214945	Front Spring Main Leaf Ley (Weveller Type)	12.00
22	SC/LCH/35	P3215045	2nd	12.00
23	SC/LCH/46	P3215145	3rd	10.00
24	SC/LCH/47	P3215245	4th	9.55
25	SC/LCH/48	P3215345	5th	7.80
26	SL/TCH/14	2573 3241 7169	Rr.Spring Main Leaf Tata(80X13mm)	14.40
27	SL/TCH/15	2573 3241 7170	2nd	13.60
28	SL/TCH/16	2573 3241 7171	3rd	11.90



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

29	SL/TCH/17	2573 3241 7172	4th	11.15
30	SL/TCH/18	2573 3241 7173	5th	10.52
31	SL/TCH/19	2573 3241 7174	6th	9.30
32	SL/TCH/07	042 320 0113J	Front Spring Main Tata (70X11mm)	10.00
33	SL/TCH/08	342 321 0712	2nd	9.50
34	SL/TCH/09	342 321 0713	3rd	7.44
35	SL/TCH/10	342 321 0714	4th	6.68
36	SL/TCH/11	342 321 0715	5th	5.64
37	SL/TCH/23	NPN	Frnt. Spring Main Leaf Tata Weveller Type	11.800
38	SL/TCH/24	NPN	2nd	11.800
39	SL/TCH/25	NPN	3rd	10.000
40	SL/TCH/26	NPN	4th	9.200
41	SL/TCH/27	NPN	5th	7.100
42	SL/TCH/28	NPN	6th	6.500
43		2618 3240 0107	Rear Main Leaf (80X13X1876)	14.782
44		2618 3240 7127	Rear 2 <sup>nd</sup> Leaf (80X13X1727)	13.608
45		2618 3240 7128	Rear 3rd Leaf (80X13X1628)	12.828
46		2618 3240 7129	Rear 4thLeaf (80X13X1456)	11.473
47		2618 3240 7130	Rear 5th Leaf (80X13X1343)	10.582
48		2618 3240 7131	Rear 6th Leaf (80X13X1230)	9.692
49		2618 3240 7132	Rear 7th Leaf (80X13X1117)	8.802
50		2618 3240 7133	Rear 8th Leaf (80X13X1004)	7.911
51		2618 3210 0109	Front Main Leaf (70X11X1695)	9.90
52		2618 3210 7111	Front 2 <sup>nd</sup> Leaf (70X11X1650)	9.638
53		2618 3210 7112	Front 3rd Leaf (70X12X1478)	9.388
54		2618 3210 7113	Front 4thLeaf (70X12X1478)	9.388
55		2618 3210 7114	Front 5th Leaf (70X12X1076)	6.835
56		2618 3210 7115	Front 6th Leaf (70X12X924)	5.869
57		2618 3210 7116	Front 7th Leaf (70X12X772)	4.904
58		2618 3210 7117	Front 8th Leaf (70X12X620)	3.938





**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

Weight of Spring Leaves Eicher & Midi Buses Tata/Ley/Eicher

S. No.	L. F. No.	Part No.	Nomenclature	Weight in Kg
1	SL/ECH/01	IA-232895	Rear Spring Main Leaf (Eicher)	18.530
2	SL/ECH/02	IA-232896	Rear Spring 2nd Leaf (Eicher)	17.600
3	SL/ECH/03	IA-232897	Rear Spring 3rd Leaf (Eicher)	15.045
4	SL/ECH/04	IA-232898	Rear Spring 4th Leaf (Eicher)	14.255
5	SL/ECH/05	IA-232899	Rear Spring 5th Leaf (Eicher)	12.930
6	SL/ECH/06	IA-232900	Rear Spring 6th Leaf (Eicher)	11.490
7	SL/ECH/16	IA-206547	Front Spring Main Leaf(Eicher)	14.650
8	SL/ECH/17	IA-207096	Front Spring 2nd Leaf (Eicher)	13.940
9	SL/ECH/18	IA-207097	Front Spring 3rd Leaf (Eicher)	11.590
10	SL/ECH/19	IA-215400	Front Spring 4th Leaf (Eicher)	10.370
11	SL/ECH/20	IA-215401	Front Spring 5th Leaf (Eicher)	7.685
12	SL/ECH/21	IA-207100	Front Spring 6th Leaf (Eicher)	5.940
13	SL/ECH/22	IA-207101	Front Spring 7th Leaf(Eicher)	3.135
14	SL/ECH/36	NPN	Fr. Spring Main Leaf(Eicher Midi)	8.150
15	SL/ECH/37	NPN	Fr. Spring 2nd Leaf (Eicher Midi)	6.500
16	SL/ECH/38	NPN	Fr. Spring 3rd Leaf (Eicher Midi)	6.200
17	SL/ECH/39	NPN	Fr. Spring 4th Leaf (Eicher Midi)	5.500
18	SL/ECH/40	NPN	Fr. Spring 5th Leaf (Eicher Midi)	5.050
19	SL/ECH/51	NPN	Rr. Spring Main Leaf(Eicher Midi)	8.350
20	SL/ECH/52	NPN	Rr. Spring 2nd Leaf (Eicher Midi)	7.270
21	SL/ECH/53	NPN	Rr. Spring 3rd Leaf (Eicher Midi)	7.100
22	SL/ECH/54	NPN	Rr. Spring 4th Leaf (Eicher Midi)	6.700
23	SL/ECH/55	NPN	Rr. Spring 5th Leaf (Eicher Midi)	5.850
24	SL/LMC/01	NPN	Front Spring Main Leaf(Ley Midi)	10.200



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

25	SL/LMC/02	NPN	Front Spring 2nd Leaf (Ley Midi)	11.000
26	SL/LMC/03	NPN	Front Spring 3rd Leaf (Ley Midi)	9.200
27	SL/LMC/04	NPN	Front Spring 4th Leaf (Ley Midi)	8.400
28	SL/LMC/05	NPN	Front Spring 5th Leaf (Ley Midi)	7.160
29	SL/LMC/11	NPN	Rr. Spring Main Leaf(Ley Midi)	11.400
30	SL/LMC/12	NPN	Rr. Spring 2nd Leaf(Ley Midi)	11.500
31	SL/LMC/13	NPN	Rr. Spring 3rd Leaf(Ley Midi)	9.600
32	SL/LMC/14	NPN	Rr. Spring 4th Leaf(Ley Midi)	8.850
33	SL/LMC/15	NPN	Rr. Spring 5th Leaf(Ley Midi)	7.800
34	SL/TMC/01	NPN	Rear Spring Main LeafTata Midi (70X12)	11.510
35	SL/TMC/02	NPN	Rear Spring 2nd LeafTata Midi (70X13)	11.810
36	SL/TMC/03	NPN	Rear Spring 3rd LeafTata Midi (70X14)	11.760
37	SL/TMC/04	NPN	Rear Spring 4th LeafTata Midi (70X15)	10.710
38	SL/TMC/05	NPN	Rear Spring 5th LeafTata Midi (70X16)	9.070
39	SL/TMC/11	NPN	FrontSpring Main LeafTata Midi (70X8)	7.050
40	SL/TMC/12	NPN	FrontSpring 2nd LeafTata Mid i(70X8)	6.510
41	SL/TMC/13	NPN	FrontSpring 3rd LeafTata Midi (70X8)	5.690
42	SL/TMC/14	NPN	FrontSpring 4th LeafTata Midi (70X8)	5.200
43	SL/TMC/15	NPN	FrontSpring 5th LeafTata Midi (70X8)	4.850





**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**PROCEDURE FOR SENDING SAMPLES FOR TESTING AND COMPUTATION OF PENALTY/ COMPENSATION IN CASE OF FAILURE OF SAMPLES.**

1. The supplies will invariably be taken in multiples of 10 M.T. Leave ( a truck load) for all purpose, the lot means 10 M.T. leaves and its corresponding value.
2. The supplies so received will initially be inspected in the corporation Inspection Cell collecting random samples. In case of failure, the supplier is supposed to replace the rejected goods.
3. The random samples will be picked up out of the accepted supplies received in our Central Stores by authorized committee of the corporation in which, no representative of the supplier will be associated. The samples so collected will be sent for testing duly codified by the committee.
4. On failure of the samples, following recoveries will be made:-
  - (a) Actual Testing Charges.
  - (b) Cost of material destroyed in testing.
  - (c) Compensation for shortfall in tested parameters illustrated as under:-

**WEIGHTAGE POINTS FOR TEST PARAMETERS**

**(A) MAIN LEAF**

S.No.	Nature of test	Marks allotted	P/T
(i)	Marking	2	Total
(ii)	Protective Coating	2	Total
(iii)	Leaf Section Visual Examination.	5	Total
(iv)	<u>Dimension:</u>		
(I)	Width of Leaf	5	Total
(II)	Thickness of Leaf	5	Total
(III)	Eye Centre Distance	5	Total
(v)	Weight of Leaf Spring	2	Total
(vi)	Eye Bush material	2	Total
(vii)	Parallelism of spring Eyes	10	Proportionate
(viii)	Endurance Test	15	Total
(ix)	Leaf material	5	Total
(x)	Inclusion rating (Group ABCD) (each 3 marks)	12	Total
(xi)	<u>Decarburisation Limits</u>		
(I)	Full Decarb Depth	5	Proportionate
(II)	Full Plus partial decarb depth	5	Proportionate
(xii)	Microstructure	5	Total
(xiii)	Hardness	10	Proportionate
(xiv)	Hardness variation	5	Proportionate
		-----	
		Total:- 100	
		-----	



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**(B) ALL OTHER LEAVES ( 2<sup>nd</sup> to 8<sup>th</sup>)**

S.No.	Nature of Test	Marks allotted	P/T
1.	Marking	2	Total
2.	Protective	2	Total
3.	Leaf section visual examination	5	Total
4.	<u>Diamension:</u>		
	(a) Width of Leaf	5	Total
	(b) Thickness of Leaf	5	Total
	(c) Developed Length of Leaf	5	Total
5.	Weight of Leaf	2	Total
6.	Leaf material	10	Total
7.	Inclusion Rating (Group ABCD) (Each 3 marks)	12	Total
8.	<u>Decarburisation Limits:</u>		
	(a) Full Decarb. Depth	10	Proportionate
	(b) Full plus partial decarb	10	Proportionate
9.	Microstructure	10	Total
10.	Hardness	15	Proportionate
11.	Hardness variation	7	Proportionate
	Total:-	100	

P = Proportionate marks shall be considered.

T = Total marks shall be considered.

12. In case any of the test is not carried out, there will be no recovery of marks for that given test.
13. Passing the sample “with reservation” would be considered as failure of sample for purpose of computation of penalty/compensation.
14. Computation of penalty to be levied by RSRTC based on shortfall/deviations in specifications and weight age points for test parameters.
  - (i) The number of samples to be sent to CIRT for testing will be decided by the RSRTC irrespective of lot size. The lot will be accepted/ rejected based on the test results out of the samples sent for testing at one time.
  - (ii) The penalty shall be computed by RSRTC for the supplies in a given lot instead of supply in a given quarter. The penalty shall be leviable by the RSRTC based on a single test report of number of samples sent from different lots during the given month. The penalty will be applicable on gross value of supplies made in a given month for the item to specific part number, which had failed in the tests.



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

15. Administrative Charges will be calculated as follows:-
- (a) When, the quality of the lot is found to be lower than specified quality upto 1/2% (Half percent), no compensation of the cost of material destroyed in testing will be recovered and no administrative penalty is leviable. However, the test charges in respect of failed samples are payable by the supplier.
  - (b) When, the quality of the lot is lower than the specified quality by more than 1/2% (Half percent) but less than 3% (Three percent), compensation over and above the cost of testing including the cost of material destroyed in testing will be payable by the supplier. No administrative penalty will be levied.
  - (c) When, the quality of the lot is lower than specified quality by 3% (Three percent) or more, not only the compensation and the cost of testing including the cost of material destroyed in testing will be payable by the supplier but also an administrative penalty is leviable and payable by the supplier at the rate of 3% of the value of the lot (upto Rs.1.5 lacs) subject to a maximum of Rs.3000/- and @2% of the lot value (above Rs.1.5 lacs) subject to a maximum of Rs.5000/-



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**SECTION IV: FINANCIAL PARAMETER SHEET**

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

S. No.	Parameters	
1	Name & address of firm	
2	Brand Name/MAKE	
3	Present rate of GST in %	
4	HSN Code	
5	Delivery period if any(The bidders should indicate the minimum lead time required for supply the goods from the date of LO I /purchase order /contract , it should not be more than 30 days)	
6	FOR	Central Store, RSRTC, Near T.B. Sanatorim , Jhotwara Road, Jaipur
7	Validity of bid / contract period	90 days / One year
8	Tender Quantity Approx	800 MT
9	Bank Account Details for Payment	

Note:-

1. In the BOQ the GST & discount should be quoted in percentage % only.
2. Rate should be quoted FOR Central Store RSRTC, Jaipur only.
3. Any conditional (quantity /volume /cash) discount will not be considered except unconditional discount quoted in BOQ. So please submit the best prices in BOQ only.
4. The basis of steel flat price for the tender would be Rs 46044/- PMT as per ASRTU w.e.f. 01.01.2020. Necessary escalation in steel flat price shall be given to all bidders participating in tender, from time to time as per PRSC of ASRTU recommendations. In BOQ bidder shall submit conversion & other charges.



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**SECTION V: INSTRUCTIONS TO BIDDERS**

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

**1. Bidding process:**

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

**2. Documents:**

The Technical Bid shall comprise the following:

- i. Bid fee.
- ii. Processing fee.
- iii. Bid Security.
- iv. Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority.
- v. Authority letter/power of attorney regarding signing the bid in favour of the person.
- vi. Financial Parameter Sheet.
- vii. Proof/ certificate issued by District Industries Centre/ NSIC/ Udhog Aadhaar registration/ State Govt./Central Govt. for the manufacturing of tendered items.
- viii. The annual turnover/profit-loss account for last two years (Latest).
- ix. Latest audited Balance Sheet for last two years.
- x. GST registration certificate.
- xi. Declaration by Bidder (As on **Annexure ‘A’**)
- xii. Bid security declaration in case of Govt. Department, if applicable (As on **Annexure ‘C’**)
- xiii. Manufacturer’s authorization (in case of supply through dealer), if applicable. (As on **Annexure ‘G’**)
- xiv. The copy of purchase orders and copy of invoices of bulk supplies of tendered items to chassis manufacturers (i.e. Ashok Leyland / Tata Motors) shall be considered as OE status of the bidders. However, O.E status as per ASRTU contract shall also be considered, if required as per eligibility criteria.

**3. Sale of bidding document:**

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

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



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**4. Bid fee and processing fee:**

- i. The bid processing fees Rs. 1000/- to be paid in the form of Demand Draft in favour of **MD RISL Jaipur.**
- ii. The bid documents fees Rs. 1000/- with 18% GST Extra to be paid in the form of Demand Draft in favour of **GM (S/P), RSRTC, Jaipur.**

**5. Pre-bid meeting:**

The bidder or his authorized representative is invited to attend the pre-bid conference. The purpose of pre-bid conference is to clarify issue and to answer question on any matter related to this procurement that may be raised at that stage. **Firm who want to participate in pre-bid meeting, must come with bid fee in the form of DD and bidder who doesn't come with BID fees will not be entertained.**

**6. Bid security:**

- i) Bid Security shall be 2% of the estimated value of subject matter of procurement.
- ii) In case of Small-Scale Industries of Rajasthan, it shall be 0.50% of the estimated value of the bid.
- iii) In case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the estimated value of Bid.
- iv) The Bid Security may be given in the form of banker's cheque or demand draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India.
- v) In lieu of Bid Security, a Bid Securing Declaration shall be given from Dept. of State Government & Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Govt. and Public Sector Enterprises of Central Govt. For the Bid Securing Declaration, the Bidder shall use the form included in [Bidding Forms].
- vi) Bid Security of a Bidder lying with the RSRTC in respect of other Bids awaiting decision shall not be adjusted towards the Bid Security of this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
- vii) The Bid Security of unsuccessful Bidders be refunded after final acceptance of the successful Bid and issue of purchase order /signing of Contract Agreement and submission Performance Security by successful Bidder.
- viii) No interest will be paid by the RSRTC on the amount of Bid Security.
- ix) The Bid Security taken from a Bidder be forfeited in the following cases, namely:
  - a. when the Bidder withdraws or modifies his Bid after opening of Bids; or
  - b. when the Bidder does not execute the purchase order/agreement within specified time period; after issue of letter of acceptance/placement of supply order; or
  - c. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or when the bidders fails to make complete supply of acceptable goods.
  - d. when the Bidder does not deposit the performance Security in the specified time after the supply/work period order is placed; or
  - e. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules.
  - f. In case of the successful Bidder, the amount of Bid Security in the shape of DD may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security.



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**7. Language:**

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

**8. Award of contract:**

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

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. Repeat order for additional quantities may be placed within validity of tender. The value of the additional quantities may be up to 50% of the value of goods of the original Contract at the rates and conditions given in the purchase order.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, to develop more sources & keeping in view the nature of items required for the smooth operation of vehicles ,the quantity may be divided between the Bidder, whose Bid is accepted and second & third lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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

**C. Acceptance of the successful Bid and award of contract**

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

**D. Signing of Contract/ agreement:**

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

**9. Code of integrity:**

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





**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**10. Conflict of interest:**

This will be as per RTPP act and rule.

**11. Grievance handling procedure during procurement:**

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



**Appendix A: - (Appeals)**

**1. Filing an appeal**

- a. If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

**2. Appeal not to lie in certain cases**

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

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

**3. Form and procedure of filing an appeal**

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

**4. Fee for filing appeal**

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



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**5. Procedure for disposal of appeals**

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



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
*BID DOCUMENTS OF SPRING LEAVES AND ASSYS.*

**FORM No. 1**  
**[See rule 83]**

**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 RSRTC in contravention to the provisions of the Act by which the appellant is aggrieved:**

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

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

**6. Grounds of appeal:**

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

**7. Prayer:**

.....  
.....

Place .....

Date .....

Appellant's Signature



**SECTION VI: GENERAL CONDITIONS OF CONTRACT**

**Contents**

**1. Introduction:**

**Definitions**

- i. "ASRTU" mean the Association of State Road Transport Undertaking.
- ii. OE mean the original equipment (i.e. the bidders who are supplying the goods to M/s Ashok Leyland & M/s Tata Motors).

**2. Governing Law:**

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

**3. Confidential Information:**

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

**4. Packing and Documents:**

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

**5. Insurance:**

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

**6. Transportation:**

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

**7. Force Majeure:**

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

**8. Price fall clause:**

During the period of contract, the supplier should show no discrimination to the Corporation by supplying at lower rates and better terms and conditions to any STU's in similar conditions. If any supply is made by the supplier at the lower rates and better terms and conditions in similar conditions, in that case, lower rates and better terms and conditions would be applicable on supplies to the RSRTC with effect from the date of such supplies at lower rates to other STU's.

**9. Risk Purchase clause:**

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



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**10. Contract Price and Payments:**

**A. Contract /purchase order Price**

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

**B. Terms of Payment**

Full Payments shall be made after receipt and acceptance of material within 30 working days of RSRTC. In case payment is delayed beyond 30 working days of RSRTC no any Interest will be attracted.

**C. Taxes and Duties**

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

**11. Delivery/supply schedule:**

- i. The successful bidder must supply the material as per delivery schedule given by procuring entity in the order or even amended later. The material so received will be taken into stock subject to approval of the material by Inspection cell. In case of rejection of goods, the supplier will be informed within 20 days. The supplier on receipt of rejection report, shall have to provide acceptable replacement within 30 days positively.
- ii. The rejected material shall have to be lifted back within 45 days from the date of receipt of rejection report.
- iii. The bidders are requested to indicate the minimum lead time required for delivery from the date of purchase order which shall not be more than 30 days.
- iv. The supply of pending balance quantity if any schedule to be supplied on and after the opening date at new finalized price or old price whichever is attractive to the procuring entity will be applicable.
- v. If any bidder having old issue should not let affect the supply of items against this tender as operation of vehicles of RSRTC comes under RESMA act.
- vi. In case of delay in payment for a reasonable cause, bidder is not supposed to affect the supply.
- vii. RSRTC will not accept any additional clause suggested by bidder, except our mentioned terms and conditions.

**12. Samples, Inspection and Tests:**

- i. The Procuring Entity or his authorized representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/equipment/ machinery during manufacturing process or afterwards, if needed.
- ii. Initial acceptance of the material will be subject to inspection of the goods in RSRTC as per specification mentioned in the order. In case of rejection of material in our Inspection department, the acceptable replacement is to be provided within 30 days positively.
- iii. If necessary random samples from your supplies will be sent to CIRT Pune or any recognized testing lab for testing and if sample failed, the testing charges, administrative charges along with material cost will be borne by the supplier and such failure will be considered as an adverse credentials. The penalty on deviation form parameters will be liable as per ASRTU procedure/ formula laid down by the procuring entity.



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

- iv. The items whose two samples failed in testing at CIRT during a tender cycle then the procurement of that item will be diverted to next bidder also the firm will be debarred from tendering of that item for next one tender cycle.

**13. Performance Security:**

- a. The Supplier shall, within fifteen (15) days from the issuance of purchase order provide a Performance Security @ 5% in the form of Bank Draft or Banker Cheque or bank guarantee[to be confirmed by bank],in specified format, of a Scheduled Bank in India except the department's of the state Government and undertaking, corporation, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the state Government and undertaking of the Central Government. However, security declaration shall be submitted by them.
- b. The Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity for any of the events mentioned below:
- when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
  - when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or
  - when any terms and conditions of the contract is breached; or
  - to adjust any accepted dues against the Supplier from any other contract with the Procuring Entity; or
  - failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
  - if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules.
- Notice of 15 days' time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
- c. The performance security does not carry any interest.

**14. Penalty Clause:**

Supplier is supposed to supply the material as per the delivery schedule given in the order or even amended later. In case of delay in supplying the goods, the penalty @1% with 18% GST Extra per fortnight of value of the delayed quantity will be applicable while giving grace period of 15 days after delivery schedule however risk purchase clause may be applied during the grace period. Total penalty shall be limited to 20% with 18% GST Extra of the invoice value. The completion of supplies/lead time given for the supply will be counted w.e.f. the date of receipt of material at our Central Store not from the date of billing/dispatches.

**15. Warranty/ Guarantee:**

- The Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use.
- In case of machinery and equipment, the Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.





**16. Termination and Disputes:**

**A. Termination for Default: -**

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

**B. Termination for Insolvency: -**

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

**C. Standing Committee & Arbitration Clause: -**

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

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

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



**SECTION VII:**

**VARIOUS FORMATS**

**ANNEXURE ‘A’**

**Declaration by the Bidder**

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

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

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

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

**2. Declaration by Bidder (For not being blacklisted)**

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

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

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

If above declarations are found to be incorrect then without prejudice to any other action that may be taken, my/ our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be cancelled.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Bidder:

Place: \_\_\_\_\_ Name:

Designation:



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

Address:

**ANNEXURE 'B'**

**Bid Security format in case of Bank Guarantee**  
**(to be issued by a Scheduled Bank in India)**  
**Bid Security (Bank Guarantee Unconditional)**

**Form of Bid Security**

**[insert Bank's Name, and Address of Issuing Branch or Office]**

**Beneficiary: [insert Name and Address of Procuring Entity]**

**Date: [insert date]**

**BID GUARANTEE No.: [insert number]**

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated **[insert date]** (hereinafter called "the Bid") for the execution of **[insert name of contract]** under Notice Inviting Bids No. **[insert NIB number]** ("the NIB"). Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- **[insert amount in figures][insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s)

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in NIB or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
  - (i) failed or refused to execute the Contract Agreement within the time period specified in the NIB, or
  - (ii) failed or refused to furnish the performance security, in accordance with GCC within the time period, or
- (c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of

- (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of the Bidder's bid. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. Signed: \_\_\_\_\_

**[insert signature of person whose name and capacity are shown]**

Name: \_\_\_\_\_

**[insert complete name of person signing the Bid Security]**

In the capacity of: \_\_\_\_\_

**[insert legal capacity of person signing the Bid Security]**

Duly authorized to sign the Bid Security for and on behalf of

**[insert name of the Bank]**

Dated on day of, **[insert date of signing]** Bank's Seal \_\_\_\_\_ **[affix seal of the Bank]**



**ANNEXURE 'C'**

**Bid Security Declaration for Govt. Dept.:**

Date: **[insert date (as day, month and year)]**

Bid No.: **[insert number of bidding process]**

Alternative No, if permitted: *[insert identification No if this is a Bid for an alternative]*

To: **[insert complete name and address of Procuring Entity]**

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, **[insert designation of the Procuring Entity]**, for the period of time of **[insert number of months or years, as required by the Procuring Entity]** starting on **[insert date]**, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity; or
- (b) having been notified during the period of bid validity, about the acceptance of our Bid by you,
  - (i) fail or refuse to execute the Contract Agreement within the time period, or
  - (ii) fail or refuse to furnish the performance security as applicable within the time period.
- (c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: \_\_\_\_\_

**[insert signature of person whose name and capacity are shown]**

Name: \_\_\_\_\_

**[insert complete name of person signing the Bid-Securing Declaration]**

In the capacity of: \_\_\_\_\_

**[insert legal capacity of person signing the Bid-Securing Declaration]**

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

**[insert complete name and address of the Bidder]**

Dated on ..... day of **[insert date of signing]**

Corporate Seal \_\_\_\_\_ **[affix corporate seal of the bidder]**



**Format of Bank Guarantee for 5% Performance Security**  
**Performance Security**

(to be given by a Scheduled Bank in India)

..... **[Bank's Name, and Address of Issuing Branch or Office]**

**Beneficiary:** ..... **[Name and Address of Procuring Entity]** .....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that ..... **[name of the Supplier]** .....  
(hereinafter called "the Supplier") has entered into Contract No/PO/LOI. . . . . **[reference number of the Contract]** ..... dated ..... with you, for the supply of .....  
**[name of contract and brief description of the Goods and Related Services]** .....  
(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we ..... **[name of the Bank]** .....  
hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of Rupees\* ..... **[amount in figures]** ..... (Rupees.....  
**[amount in words]** ..... ) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract/PO/LOI, without your needing to prove or to show grounds for your demand or the sum specified therein. The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the ..... Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

**Seal of Bank and Authorized Signature(s)**

\* **The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

\*\* **Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.**

**Notes:**

- 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.**
- 2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.**



**Form of Performance Security Declaration for Govt. Departments**

Date: \_\_\_\_\_ [insert date (as day, month and year)]

Contract Name and No.: \_\_\_\_\_ [insert name and number of Contract]

To: \_\_\_\_\_ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for \_\_\_\_\_ [insert name of subject matter of procurement].

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of one year starting on the date that we receive a notification from RSRTC that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract, We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_

[insert signature of person whose name and capacity are shown]

In the capacity of: \_\_\_\_\_

[insert legal capacity of person signing the Performance Security Declaration]

Name: \_\_\_\_\_

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: \_\_\_\_\_

[insert complete name and address of the Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

Corporate Seal \_\_\_\_\_



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**ANNEXURE 'F'**

**Agreement Form**

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Rajasthan State Road Transport Corporation (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Service

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. The Procuring Entity's Notification to the Supplier of Award of Contract;
  - b. The technical bid application and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
  - c. The General Conditions of Contract;
  - d. The Schedule of Supply;
  - e. Instructions to Bidders;
  - f. The Notice Inviting Bids;
  - g. The term & condition of the bid/agreement will be part & parcel of the contract.In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.
3. The Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1  
Signed by: \_\_\_\_\_  
(for the Supplier)  
Name \_\_\_\_\_

Witness 2  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Witness 1  
Signed by: \_\_\_\_\_

Witness 2  
(for the Procuring Entity)  
(On behalf of Rajasthan State Road  
Transport Corporation)

Name :- \_\_\_\_\_  
Designation:- General Manager(S/P)  
Central Store, RSRTC, Near T.B.Sanatorium  
Jhotwara Road, Jaipur-302016





**RAJASTHAN STATE ROAD TRANSPORT CORPORATION**  
**BID DOCUMENTS OF SPRING LEAVES AND ASSYS.**

**ANNEXURE 'G'**

**Manufacturer's Authorization (In case of supply through authorized distributor, dealer & sole selling agent)**

**Manufacturer's Authorization**

(To be given on the letter head of the Manufacturer)

Date: \_\_\_\_\_

NIB No.: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS

We, who are official manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby authorized to M/s-----  
------(authorized distributor, dealer & sole selling agent) for supply the following  
Goods, \_\_\_\_\_ manufactured \_\_\_\_\_ by  
us. \_\_\_\_\_

We hereby extend our full guarantee / warranty in accordance with of the General Conditions of Contract, with respect to the Goods offered by us.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

(on behalf of Manufacturer):

\_\_\_\_\_  
Manufacturer' seal: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_



**CHECK LIST**

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

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

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

**Mandatory Documents to be submitted**

(A) Fees

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

**Necessary Documents to be submitted**

(B) Technical Bid (only soft copy)

- (i) Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority.
- (ii) Authority letter/power of attorney regarding signing the bid in favour of the person.
- (iii) Financial Parameter Sheet.
- (iv) Manufacturer's Certificate (**as per sub clause 2(vii) of Section V**)
- (v) The annual turnover / profit and loss account for last two years (Latest).
- (vi) Latest audited Balance Sheet for last two years.
- (vii) GST registration certificate.
- (viii) Declaration by Bidder (**As on Annexure 'A'**).
- (ix) Bid security declaration in case of Govt. department, if applicable. (As on Annexure 'C')
- (x) Manufacturer authorization (in case of supply through dealer), if applicable. (As on Annexure 'G')
- (xi) Authorization letter of manufacturer (**in case of authorized dealer/authorized distributor/ sole selling agent**), if applicable

**Note:**

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