

Expression of Interest (Eol) for
booking the tickets of RSRTC buses (A/c, non-A/c)
through Application Programming Interface (API)
from various channel partners

No.F3/HO/ST/IT/43A/2020/ 738

Date 11/08/2020

Rajasthan State Road Transport Corporation
IT Cell Head Office, Jaipur

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1. ABOUT RSRTC:

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

It was established on 1st October 1964 under Road Transport Act 1950, with headquarter in Jaipur. Initially, it was started with 421 buses, running forty five thousand kilometers among 8 Depots and carries twenty nine thousand passengers daily. Right now, RSRTC have 4500 buses and 56 depots which runs 14.5 lacs kilometers and carry 10 lacs passengers daily. Currently, RSRTC provide services in Rajasthan, Gujarat, Haryana, Uttar Pradesh, Delhi, Himachal Pradesh, Uttarakhand, Madhya Pradesh, Jammu & Kashmir, Chandigarh and Maharashtra.

2. PURPOSE OF THE BID:

Rajasthan State Road Transport Corporation (RSRTC) intends to invites the EoI from suitable and experienced companies/firms/agencies for booking tickets of RSRTC buses through API. The main object of this RFP is to provide the facility of tickets from various e-Commerce channel partners in rural areas. This is a B2C arrangement i.e. the customers are directly allowed to book tickets through B2C registered website and its mobile apps. Booking through other modes of channel partners like counter booking, booking by B2B travel agents, telephone booking, home delivery and subletting of contract etc. is not allowed. Bid document can also be downloaded from website: <https://eprocure.gov.in/eprocure/app> and <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in>

3. EoI ISSUER:

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

4. PRICE OF EOI

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

5. NON-TRANSFERABLE EOI

This Expression of Interest (EoI) is not transferable. The bidder, to whom the Bid has been issued, only can participate in the bid.

6. BID SUBMISSION

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

- i. **Technical Bid:** All the requested documents along with fee submitted by the firm will be scanned and submitted at below address.

7. CORRESPONDENCE AND SUBMISSION DETAILS:

Bid Inviting Authority:

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

Contact for Technical Issues:

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

8. KEY EVENTS:

S.No.	Event's Name	Date & Time
1	Issue of EoI for Sale	11 -09-2020; 15:00
2	Submission of Response of EoI	25 -09-2020; 15:00
3	Opening of Technical Proposal	25 -09-2020; 17:00
4	EoI document Fee	Rs. 5,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
5	Security Deposit	Rs. 5,00,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.

Note:-

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

9. ELIGIBILITY CRITERIA:

Eligibility Criteria	
A.	The Bidders should be Indian Company(s) registered under the Indian Companies Act 1956 or any legal joint ventures registered under Indian Law. (Enclosed: Certificate/Memorandum)
B.	DIPP (Department of Industrial Policy and Promotion) registered Startups, the prior experience and turn over related conditions are exempted under the Rule 173(i) has been incorporated in GFR, 2017
C.	A Bidder should have a minimum average annual turnover of INR Two Crores in the previous two financial years 2018-19 & 2019-20. A certificate from a Chartered Account firm should be attached with the application clearly stating the year-wise turnover.
D.	The Bidder should have executed at least 1 work order for any Govt. Organization/PSU within last year regarding the tickets booking from API. (Enclosed: Client Certificate)
E.	The Bidder should have minimum 10 personnel on its pay roll in transport domain. (Enclosed :Certificate)
F.	Bidder shall not be blacklisted/ banned/debar by any Central/State Government /PSU/ Govt. agencies. An undertaking on Rs. 500/- Non-judicial stamp paper to be submitted.
G.	The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal.

10. PERFORMANCE SECURITY DEPOSIT:

The Successful bidder will pay a security deposit of Rs 5, 00, 000/- (Rupees Five Lakh only) in the form of a demand draft (DD) drawn on a Nationalized/Scheduled Bank in favor of "Financial Adviser, RSRTC" payable at Jaipur with RSRTC as per following:

- Performance Security Deposit can be in the form of DD in favour of "Financial Adviser, RSRTC" payable at Jaipur as per the guidelines of RTPP Act, 2012 and RTPP Rules, 2013.
- PSD is valid for entire project tenure and plus 6 months extra in accordance with the terms and conditions of Contract.
- No interest amount payable on the Performance Security Deposit.
- If the successful bidder may deposit the fresh PSD then the BSD of the respective bidder may be returned or successful bidder may request to adjust the BSD amount in Performance Security amount and the difference shall be paid.
- Performance security can be forfeited if the successful bidder fails to;
 - In the event of the successful Bidder being in default of the due, faithful and punctual performance of its obligations under the Contract, in the event of

there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the RSRTC for or against the successful Bidder under this Contract or against the RSRTC in respect of this Contract which remain unpaid by the successful Bidder the RSRTC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, encash and appropriate the relevant amounts from the Performance Security as damages for such default, or loss suffered on account of failure to perform its obligations or non-payment of dues, any demands or claims.

11. WORKING CAPITAL:

- The successful bidder shall deposit the working capital of Rs. 5 Lacs (Rs. Five Lacs Only) in the form of DD drawn on a Nationalized/Scheduled Bank in favor of "Financial Adviser, RSRTC" payable at Jaipur.
- The successful bidder may deposit the Top-up amount through Net banking (RTGS/NEFT) in multiples of Rs. 1 Lakh. After verification of deposit amount, RSRTC shall provide the virtual credit limit to the successful bidder. In any case, the amount submitted by the successful bidder as a security deposit will not be considered as working capital.

12. INSTRUCTION TO BIDDER:

12.1 Prevailing of Law:

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

12.2 Amendment of RFP Document

- At any time prior to the last date for receipt of bids, RSRTC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. It shall not be mandatory for RSRTC to disclose the reasons for this change.
- The amendment will be notified through website of RSRTC and would be binding on all Bidders.

- In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, RSRTC may, at its discretion, extend the last date for the receipt of Bids.
- RSRTC may at any time during the bidding process request the Bidder to submit revised Technical / Financial Bids and/or Supplementary Financial bids without thereby incurring any liability on RSRTC to the affected Bidder or Bidders before opening of financial bids.
- Bidders should make note of any amendments and corrigendum issued at any time by RSRTC through the department website and the same must be submitted as enclosure of RFP document.

12.3 Language of Bids

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

12.4 Bid Price

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

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

12.5 Firm Price

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

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

- A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid shall be rejected summarily.

12.6 Authorized Signatory

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

12.7 Period of Validity of Bid

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

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

12.8 Last date of Receipt of the Bid

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

12.9 Evaluation of Bid

Evaluation Methodology

RSRTC will examine the bids in two phases.

1. Phase 1 – Technical Evaluation

All bids will go through an evaluation against the Eligibility Criteria as mentioned in this bid. Only those bidders who meet the Eligibility Criteria would be considered for award the work as defined in the scope of work.

2. Phase 2 – Award of the contract

- The work is being awarded to the bidders who are qualifying Phase 1 of technical evaluation. It is the sole discretion of RSRTC to offer the services as described in the scope of work in EoI to all participated firms.

12.10 Post Qualification and Award Criteria

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

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

- RSRTC reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RSRTC action.

13. SCOPE OF WORK:

- The RFP is based on B2C arrangement i.e. the customers are directly allowed to book tickets through B2C registered website and its apps. Booking through other modes like counter booking, booking by B2B travel agents, telephone booking, home delivery and subletting the contract etc. is not allowed.
- RSRTC may allow only a single point of integration for whole Joint Venture.
- Successful bidder will sync the API data time to time from RSRTC web server. RSRTC has no responsibility for any fare mismatch or any other data discrepancy.
- RSRTC reserves the right to increase/decrease the fare or cancelled the services without intimation of successful bidder.
- All the rules regarding the booking/cancellation will be applicable on successful bidder as per RSRTC business policy.
- In the event of cancellation of bus from RSRTC, passengers are entitled to full refund of the fare they have paid. No commission is charge to the successful bidder in respect of these bookings. RSRTC shall refund the entire ticket fare to successful bidder and successful bidder shall return it back to passenger.
- The complete fare and additional charges as agreed by RSRTC shall be borne by the passengers. RSRTC shall not pay anything to the successful bidder or any third party vendor for integrating this API.
- API vendor is allowed to do online/offline marketing to promote RSRTC bookings. The entire marketing cost has to be borne by the successful bidder.
- The tenure of the tender will be three years and will be extendable for 1.5 years with mutual consent or as per RTPP Act 2012 and Rules 2013.
- Necessary software developments that are required to operate API given shall be undertaken by the successful bidder at their own cost.
- Successful bidder should have Call Center to support customer's calls.
- Alexa Traffic Ranking of the registered Portal/Mobile App.
- RSRTC will be allowed only two IP address for sync data and booking as per RSDC policy.
- RSRTC will not facilitate to passenger/ successful bidder to cancel ticket from email or orally.
- RSRTC is not liable to pay the ticket amount to the passenger/successful bidder due to the non- availability of bus on any particular point different from the designated bus stops.
- The successful bidder will provide the failed transaction tracking tool on their website/apps.
- For uniformity of fare charges, the payment gateway charge should be taken from the passengers as below:

S.No.	Payment Mode	Amount to be charges from the passengers on per txn basis on txn amount (plus GST)
1.	Netbanking	5/-
2.	Credit Card	0.90%
3.	Debit Card less than	0.75%

	2000	
4.	Debit Card above 2000	0.90%
5.	Prepaid Card	0.90%

14. PROJECT IMPLEMENTATION PLAN:

The project shall be implemented in two phases as follows:

	Work	Timelines
Project Start	Project Start	T (Within 07 days of signing of agreement)
Phase I	White listing IP address, sync data from RSRTC DB server, configuration of API, testing the booking data at website/mobile app.	$T_1 = T + 30$ days
Phase II	Ticket Formation, User Testing and Live	$T_2 = T_1 + 15$ days
	Total	T + 45 days

Note: - The timeline to complete the Phase I to Phase II is 45 days from the signing of the agreement. However, the bidder may complete the phases before the stated timelines.

15. CONTRACT PERIOD:

The contract period shall be three years after the issuing work order or signing of the agreement (whichever is earlier). Contract period can be extended further for 1.5 years with mutual consent (bidder and RSRTC) and/or as per RTPP Act 2012 and Rules 2013.

16. LIQUIDATED DAMAGE:

- If the Bidder fails to complete the entire works before the scheduled completion date or the extended date, the RSRTC may without prejudice to any other right or remedy available to the RSRTC as under the Contract;
 - (i) Recover from the Bidder, as liquidated damages and not by way of penalty for a delay of Rs. 2000/-per day beyond the Scheduled completion date or extended date. For the purpose of liquidated damages, the scheduled completion date will be taken as the date of completion and acceptance of all the activities till Live of successful operations of the integrated solution completion given to Bidder by RSRTC and/or
 - (ii) Terminate the contract or a portion or part of the work thereof; The RSRTC shall give 30 days' notice to the Bidder of its intention to terminate the Contract and

shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the RSRTC.

17. SERVICE LEVEL AGREEMENT/PENALTIES:

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

Sr. No.	Nature of irregularity	Amount of penalty to be imposed		
		1st time Offence (Rs)	2nd time Offence (Rs)	3rd time Offence (Rs)
1	Non-submission of reports sought by RSRTC	1000/-	3000/-	5000/-
2	Non-accepting the cancellation of bus tickets.	200/-	1000/-	2000/-
3	Not refunding correct amount to passengers on cancellation ticket.	500/-	2000/-	3000/-
4	Fraudulent practices such as excess/less fare as per RSRTC fare/Black marketing of tickets etc.	5000/-	10000/-	20000/-
5	Imposing of penalties on any other irregularities detected at a later date and penalty will be imposed on case to case basis, as per the gravity of the offence.			

Bidder should provide the following details for smooth operation of the system:

Helpdesk/ Customer care/Escalation Matrix	
Name of the Representatives	
Email Ids	
Mobile No/ Landline Number	
Toll Free Number	
Any others	

Note: The above information is used for raising the complaint when the Passengers are not getting correct information regarding their booking

18. TERMINATION:

Default is said to have occurred:

- i) If the Successful bidder fails to deliver any or all services as per service standards specified in the agreement;
- ii) If the Successful bidder in the judgment of the RSRTC has engaged in corrupt or fraudulent practices in competing or executing the agreement;
- iii) If the Successful bidder, in either of the above circumstances, does not take remedial steps within a period of fifteen days after receipt of the default notice from the RSRTC (or takes longer period in spite of what the RSRTC may authorize in writing), the RSRTC may terminate the agreement in whole or in part. In addition to above, the RSRTC may at its discretion also take the subsequent actions;
- iv) Performance Security deposit shall be forfeited in the case of termination as a whole or part thereof; without prejudice.

19. DISPUTE RESOLUTION:

- RSRTC and Successful bidder shall make every effort to resolve disputes amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement will be settled at the level of Head of Department.
- If during the subsistence of this Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Agreement or regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Standing Committee. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives fifteen (15) days' notice to refer the dispute before standing committee to the other Party in writing.
- Any dispute related to this agreement arises between the parties shall first be settled through amicable settlement. In case matter is not settled amicably

within 30 days, same shall be referred to Standing Committee. Standing Committee would consist of following members

- (i) Chairman and Managing Director or Chairman or Managing Director
- (ii) Financial Advisor
- (iii) Executive Director (Traffic)
- (iv) Executive Director (Legal)
- (v) Deputy General Manager (IT) – Member Secretary

20. FINANCIAL BID:

Financial Evaluation

The financial bids of the bidders qualifying Phase 1 and Phase 2 of evaluation shall be opened in the presence of the representatives of the qualified bidders. The bidder quoting the lowest price shall be treated as L1.

S.No.	Type of Bus Services	Service Charges in Rs. (Including all taxes)
1.	Ordinary / Express Buses	Rs. Xxx/- per Ticket
2.	All Super Luxury/ Luxury Services (Volvo, Scania), A/C-Sleeper, Deluxe A/C, Semi Deluxe etc.	Rs. Xxx/- Per Ticket

Note:

1. Per Ticket mean single ticket up to 6 passengers.
2. Successful Bidder will print the ticket details on pre-define format of RSRTC. Successful Bidder will display the bifurcated fare as below on their tickets:
Fare Calculation printed on ticket as below:

RSRTC Fare +
Service Charge (as per bus category) +
+GST charges (if applicable based on the bus category)
Total Fare for bidder
+Payment Gateway Charges (as mentioned in scope of work)
Final Fare for Passengers

21. DRAFT AGREEMENT:

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

BETWEEN

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

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

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

WHEREAS

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

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

In this Agreement unless the context otherwise requires:

- "Agreement" means this Agreement, the Schedules attached hereto and the agreed terms as set out in the RFP including any amendments and modifications to the above from time to time.
- "Confidential Information" means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is :
 - by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
 - But does not include information which is or becomes public knowledge other than by a breach of this Agreement;
- "Document" means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or/and databases or microfilm or computer generated micro fiche'
- "Contract period" shall refer the clause-15.
- "Services" means all such services that are set out in the Scope of work as per RFP and includes any amendment, modification, clarification and addition to such Scope of work, as the RSRTC may deem fit and mutually decide upon by both the parties during the Term of this Agreement in order to enable the performance of the System, as set out in this Agreement;
- Bidding Authority refers to Executive Director (Traffic), RSRTC, Jaipur.

INTERPRETATION:

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

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

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

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

Witnesses :

Authorized Signatory,
SECOND PART
ADDRESS

Witnesses :

22. ANNEXURES:

Annexure-1

Covering letter for technical bid:

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

Sir,

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

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

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

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

Dated this _____ day of _____

Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of

Seal of the Company

Annexure-2

Declaration by the Bidder

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

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

Date:

Signature of the Bidder

Place:

Name:

Designation:

Address:

Seal of the Company

Annexure-3

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

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

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

Annexure-4

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filling appeal
 - (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
 - (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (j) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See Rule 83]

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

Appeal No. of

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

of the representative:

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

6.Grounds of appeal:

.....

.....

..... (Supported by an affidavit)

7.Prayer:

.....

.....

.....

Place

Date

Appellant's Signature