



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 RPPP 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.



SECTION II: ELIGIBILITY AND EVALUATION CRITERIA

Pre-Qualification Criteria

1. The bidder must be chassis manufacturer, OE firm or Govt. of India Enterprises for which necessary proof will have to be submitted. The copy of latest service bulletin of M/s Ashok Leyland, Tata Motors should be submitted as OE status. The copy of purchase order and invoices submitted by the bidders for bulk supplies of goods during last two year to chassis manufacturers (Ashok Leyland & Tata motors) shall be considered as OE status. However, O.E. status as per ASRTU rate contract shall also be considered.
2. Annual turnover of the firm for group of items should be more than estimated value of purchases as specified in NIB.
3. The brand name Value parts of Ashok Leyland will not be considered for purchase as OE status. Only spare parts with the brand name of Leyparts of Ashok Leyland will be considered for purchase in Vital Category.

Evaluation Criteria

1. The lowest FOR Central Stores, Jaipur price quoted in the BOQ, shall be the criteria for evaluation, however the quantity may be divided among more than one Bidders at the price and conditions of the lowest evaluated Bid.



SECTION III:

BID SPECIFICATIONS

Specification of Coolant as per JISK-2234: 1994/ AS:253:73:FEB:2009 or latest

S. No.	Nomenclature	Qty. approx	HSN code	Your Company's Part No. (If any)
1	Coolant for Leyland HINO, TATA 1510/TATA CUMMIN & EICHER for BS-III fitted with Brass-Copper Radiator & Aluminium Radiator as per JISK-2234: 1994 / AS:253:73:FEB:2009 in 210 Ltrs. Packing.	30000 Ltrs.		

Note:- **The rates should be quoted for concentrate coolant only and not for pre-mixed coolant.**



SECTION IV: FINANCIAL PARAMETER SHEET

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

S. No.	Parameters	
1	Name & address of firm	
2	E-Mail Address for communications	
3	Brand Name/MAKE	
4	Delivery period if any (The bidders should indicate the minimum lead time required for supply the goods from the date of LOI /purchase order /contract /delivery schedule, it should not be more than 30 days)	
5	FOR	Central Store, RSRTC, Near T.B. Sanatorium, Jhotwara road, Jaipur
6	Validity of bid / contract period	90 days / One year
7	Bank Account Details for Payment	

Note: -

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



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.
- 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.



4. Bid fee and processing fee:

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



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.



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.



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.



FORM No. 1
[See rule 83]

Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature



SECTION VI: GENERAL CONDITIONS OF CONTRACT

Contents

1. 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.



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.



- 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:
- i. when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - ii. when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - iii. when any terms and conditions of the contract is breached; or
 - iv. to adjust any accepted dues against the Supplier from any other contract with the Procuring Entity; or
 - v. failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
 - vi. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules.
- Notice of 15 days' time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
- 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:

- i. The Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use.
- ii. 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:

Place:

Signature of Bidder:

Name:

Designation:

Address:



**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 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]**



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:

- 2. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.
3. 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 _____



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



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.
- (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.