



BID DOCUMENTS OF ZF GEAR POWER STEERING PARTS

SECTION I : TECHNICAL BID APPLICATION

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

Sub: Single source procurement of -----
Ref: NIB No.....

- (a) We declare that we have 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 agree to submit the Performance Security in the amount of **5%** of the Purchase order/Contract Price 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) 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.
- (h) 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.
- (i) We have not been debarred under section 46 of the Act to participate in any procurement process by the State Government or procuring Entity.
- (j) We declare that we have not been blacklisted by any of STUs /Govt. of India/ State Govt. / public sector under taking for breach of contract.
- (k) We declare that we are not supplying above goods to any STU's at rates lower than quoted rates at same terms and conditions.
- (l) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission(continued eligibility criterion) and to have them audited by auditors appointed by them.
- (m) 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.



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SECTION II: FINANCIAL PARAMETER SHEET

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

S. No.	Parameters	
1	Name & address of firm	
2	Brand Name/MAKE	
3	GST %	
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 , it should not be more than 30 days)	
5	FOR	Central Stores RSRTC, Jaipur
6	Validity of bid	90 days
7	Contract period	One year

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 III: 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 and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Bidding process:-

The bidder shall submit the bid 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 fees document.** Sealed envelope consisting of bid fee, processing fee should be submitted one day before opening of technical bid.

2 Documents:

The Technical Bid shall comprise the following:

- i. Bid fee
- ii. Processing fee.
- iii. Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority.
- iv. GST registration certificate.
- v. Financial Parameter Sheet.

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. 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 bid & bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.



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6. 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 extra items or additional quantities may be placed on the rates and conditions given in the contract within validity of tender. The limit of repeat orders shall be 50% of the quantity of the individual items and 50% of the value of goods of the original contract.

B. 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.

C. 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 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.

7. 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.

8. Conflict of interest

This will be as per RTPP act and rule.

9. 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.



10. 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 filed in the Form given in RTPP Rules 2013 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.



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(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.

RSPRITC



SECTION IV: GENERAL CONDITIONS OF CONTRACT

1. Introduction

Definitions

i. "ASRTU" mean the Association of State Road Transport Undertaking.

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 final 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 so as to safe guard 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, 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 items uploaded offered 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 no any Interest will attract.

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.

11. Delivery/supply schedule:-

- i. The successful bidders have to supply the material as per delivery schedule given by procuring entity in the order or even amended later on. 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. In case of delay in payment for a reasonable cause, bidder is not supposed to affect the supply.
- vi. If any bidder having any pending issues which is not related to this tender should not let affect the supply of items against this tender as operation of vehicles of RSRTC comes under RESMA act.
- vii. RSRTC will not accept any additional clause suggested by bidder, if any 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. 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.



13. Performance Security

- a. The Supplier shall, within fifteen (15) days from the issuance of purchase order provide a Performance Security @ 5% of purchase order / contract in the form of Bank Draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India.
- 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. 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.

15. 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. 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 :-
 - (i.) Chairman & Managing Director/ Managing Director –Chair Person)
 - (ii.) Financial Advisor
 - (iii.) Concerned HOD
 - (iv.) Executive Director (Law)
 - (v.) Officer in charge of concerned department - Member Secretary.



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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. 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.

RSPRTC



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]**. datedwith 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 an 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.**



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 Services.

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

Witness 2

Witness 1

Witness 2

Signed by: _____

(for the Supplier)

Name _____

Designation _____

Address _____

Signed by: _____

(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



CHECK LIST

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

On the top of envelope containing tender, please write as
SINGLE SOURCE PROCUREMENT FOR----- DUE ON-----

Mandatory Documents to be submitted

(A) Fees

- (i) DD of bid fee in favor of “GMSP, RSRTC”, Jaipur.
- (ii) DD of tender processing fee in favor 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) Financial parameters sheet.
- (iii) GST Registration of the firm.

Note:-

- (i) If any firm fails to submit any of the mandatory documents (original), then RSRTC have the right to disqualify / reject the tender.
- (iii) 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.



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S. No.	Part No.	Nomenclature	Annual Required Qty. Approx. in Nos.	HSN Code	Your Company's Part No.(If any)
1	7632141102	Filter Element	400		
2	80433633009	Sealing Kit	100		
3	7673260151	Roter Assly.	150		
4	7673041573	Pressure Plate	100		
5	7672633801	Sealing Kit	100		
6	7673041574	Pressure Plate	100		
7	7632141800	Power Steering Filter	100		
8	NPN	Cartridge Assembly ZF	500		
9	IB003687	Power Steering Pump Assy. Eicher 10.75	60		
10	IM300115	Power Steering Pump Kit Eicher 20.15	50		
11	IM300395	Power Steering Pump Assy. Eicher 20.15	50		
12	F8286400/500	Power Steering Oil Box Ley/ Midi	50		
13	B2266602	Power Steering Pump Assy. Ley/ Midi	30		
14	2527 2311 0103	Power Steering Pump Assy. Tata Midi	30		
15	2641 4621 0136	Power Steering Gear Box Rep Kit Major Tata Midi	50		