



GENERAL MANAGER (B/B)

RAJASTHAN STATE ROAD TRANSPORT CORPORATION,

HEAD – OFFICE, PARIVAHAN MARG,

JAIPUR – 302 001

TELEPHONE NO. 0141 – 2374672

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**BID DOCUMENTS FOR SUPPLY OF BS VI CHASSIS BASED ON
DIESEL FUEL & SUITABLE FOR FABRICATION OF NON AC STAR
LINE 2X2 SEATING LAYOUT PASSENGER BUSES FOR 2022-23
TWO STAGE BIDDING**



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SECTION-I DEFINITIONS

S.no.	Defined Term	Meaning
1.	ASRTU	Association of State Road Transport Undertaking
2.	Bid	A formal offer made by the Bidder in pursuance of the Invitation to Bid comprising of the Technical Bid and Financial Bid.
3.	Bid Document	This Bid document issued by RSRTC including the Invitation to Bid, any amendments thereto that set out the terms and conditions of the Bidding Process.
4.	Bid Document Fees	Fee payable by the Bidder through demand draft (DD) only, to purchase the Bid Document.
5.	Bid Processing Fees	Fee payable by the Bidder through demand draft (DD) only, for processing of the Bid Document.
6.	Bid Security Deposit	An interest free security deposit provided to RSRTC by a Bidder for securing the fulfilment of obligations in terms of the Bid Document.
7.	Bidder	Any firm participating in the Bidding Process.
8.	Bidding Process	The process of Bidding starting from the issuance of Invitation to Bid till acceptance of the Bid or cancellation of the Bidding Process, as the case may be.
9.	BOQ	Bill of Quantity
10.	CIRT	Central Institute of Road Transport
11.	LOA	Letter of Acceptance
12.	LOI	Letter of Intent
13.	ROC	Registrar of Companies
14.	RSRTC	Rajasthan State Road Transport Corporation
15.	RTPP Act 2012	Rajasthan Transparency in Public Procurement Act, 2012
16.	RTPP Rules 2013	Rajasthan Transparency in Public Procurement Rules, 2013
17.	Successful Bidder	The Bidder whose Bid accepted by RSRTC in terms of the Bid Document
18.	Fee Documents	Comprises of Bid Document Fee, bid processing fee in shape of DD and Bid Security deposit in shape of DD/ BG required to be submitted in accordance with this Bid Document.
19.	Technical Bid	Comprises of all the documents and annexures required to be submitted in accordance with this Bid Document.
20.	Financial Bid	Comprises of Bill of Quantity (BOQ) required to be submitted in accordance with this Bid Document.
21.	FOC	Free of charge
22.	STU	State Transport Undertaking
23.	PSU	Public Sector Undertaking
24.	PDI	Pre-Delivery Inspection
25.	ITB	Instruction to Bidder



SECTION II: IMPORTANT DATES AND TIMELINE

S. No.	Particulars	Date
1.	Bid Publish Date	31.01.2023
2.	Pre-Bid conference Date & Time	13.02.2023, 11.00 AM
3.	Bid Submission Start Date	15.02.2023, 05.00 PM
4.	Bid Submission End Date	03.03.2023, 05.00 PM
5.	Date and time of opening of Technical Bid	06.03.2023, 12.00 PM


NOTE:

1. The Technical Evaluation Committee or other committee may visit the Bidder's premises, if required.
2. On receiving the Evaluation Committee's report, the Financial Bids of only technically qualified Bidders shall be opened.
3. The rights to accept or reject any or all the Bids without assigning any reasons thereof are reserved with RSRTC.
4. Sealed envelope consisting of bid fee, processing fee and bid security is to be submitted to undersigned office before opening of technical bid.

-Sd/-
General Manager (B/B)
Rajasthan State Road Transport Corporation
Jaipur



SECTION- III NOTICE INVITING BID

	<p>RAJASTHAN STATE ROAD TRANSPORT CORPORATION OFFICE OF THE GENERAL MANAGER (B/B) HEAD OFFICE, JAIPUR</p> <p>TEL No. 0141-2374672 Email:-rsrtc.edeng@gmail.com</p>
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NIB NO. RSRTC/ED(Engg.)/Bus Body/2022-23/859 Date: 31.01.2023

E-NOTICE INVITING BID

FOR SUPPLY OF BS VI CHASSIS BASED ON DIESEL FUEL FOR FABRICATION OF PASSENGER BUSES

S. No	Item Description	Eligibility of firms	Estimated Quantity	Estimated value of purchase. Rs. (in Lakh)	Cost of Bid Documents (not refundable) Rs.	Bid Processing Fee Rs.	Bid Security for financial bid. Rs. (in Lakh)	Pre-bid meeting date
								Last date of bid submission Opening date of Technical bid
1	2	3	4	5	6	7	8	9
1	Supply of chassis suitable for NON AC STAR LINE 2x2 seating layout buses confirming to BSVI DIESEL fuel	Chassis Manufacturer firms & detailed eligibility as per section VI of this bid document	150	3150.00	59000/-	2500/-	63.00	13.02.2023 11.00 AM
								03.03.2023 05.00 PM
								06.03.2023 12.00 PM



If any holiday comes on above dates then next working date will be treated for the same. For bidding process bidder shall obtain the user ID and password for participating in e-bidding system through website <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur and contact on (Help Desk be contacted directly in the following mobile nos. 0120-4200462, 0120-4001002 , 91-8826246593. 10.00 AM to 06.00 PM on all working days)& also local no. 0141-4022688 working hr. Monday to Friday 9.30 AM to 06.00 PM on all working days. The help desk can also be reached by mail support-eproc@nic.in

NOTE:-


1. The detailed notification/bid documents can be downloaded from website <https://eproc.rajasthan.gov.in> & <https://sppp.rajasthan.gov.in> Details of this bid notification and pre-qualification criteria can also be seen in NIB exhibited on website <https://transport.rajasthan.gov.in/rsrtc> & <https://sppp.rajasthan.gov.in> Bids are to be submitted online in electronic format on website <https://eproc.rajasthan.gov.in>.
2. Corrigendum's/modifications/corrections if any, will be published on the website- <https://eproc.rajasthan.gov.in>, <https://transport.rajasthan.gov.in/rsrtc> & <https://sppp.rajasthan.gov.in>
3. Conditional / incomplete bid will be rejected.
4. Bidders who wish to participate in this bid will have to register on <https://eproc.rajasthan.gov.in>, Bidders registered on <https://eproc.rajasthan.gov.in> before request of documents. To participate in online bids Bidders will have to procure digital signature certificate (type II or type III) as per information technology Act-2000 using which they can sign their Electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS safe crypt, Ncode etc. or they may contact e-procurement cell, Department of IT & C, government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
5. Bidders shall submit their offer (Technical & financial) online in Electronic formats both technical and financial proposal, however hard copy of Bid fee (Bid Documents Fee, Bid Processing fee and bid security) should be submitted manually or through courier in the office of General Manager (B/B) RSRTC, Room no. 208, Head Office, Parivahan Marg, Jaipur-302001 before the opening of technical bid. scanned copy of Demand Draft & other bid fees should also be uploaded along with the online bid.
6. RSRTC, reserves the right to accept or reject any or all the bids without assigning reasons thereof.
7. RSRTC reserves the right for verification of any information/ documents furnished by the bidder in the interest of the corporation.
8. Bid security in the shape of demand draft/Bank Guarantee payable to **FA RSRTC**, Jaipur (In case of BG it should be issued from branch of Nationalized bank situated in Rajasthan only) and Bid document fee in the shape of demand draft payable to **FA RSRTC**, and Bid Processing fee in the shape of demand draft payable to **Managing Director RISL**, Jaipur should be submitted before opening of technical bid.
9. Before electronically submitting the bid it should be ensured that all the documents including conditions of contract are digitally signed by the bidder.



10. Training for the Bidders on the usage of e-bidding system is also being arranged by RISL on regular basis. Bidders interested on training may contact e-procurement cell RISL for booking the training slot.
11. Bidders are also advised to refer “Bidders manual” available under “downloads” section for further details about the e-bidding process.

Bid documents can be downloaded from online website <https://eproc.rajasthan.gov.in>

For further details bidder may visit online website <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan ,Tilak Marg, C- Scheme , Jaipur-302005 and contact on (Help Desk be contacted directly in the following mobile nos. **0120-4200462, 0120-4001002 , 91-8826246593.** 10.00 AM to 06.00 PM on all working days) & also local no. **0141-4022688** working hr. **Monday to Friday 9.30 AM to 06.00 PM** on all working days. The help desk can also be reached by mail support-eproc@nic.in.


31-1-2023

GENERAL MANAGER (B/B)



SECTION IV: INTRODUCTION & SCOPE OF WORK

Rajasthan State Road Transport Corporation has been established on 1st October 1964 under the Road Transport Act 1950 with the objective of providing economic, adequate, punctual and efficient services to the travelling public in the state. Currently, almost 4000 buses across 52 depots are plying more than 15 lacs kilometers and carrying more than approx. 10 lac passengers per day.

RSRTC is committed to provide high quality services, consistently and constantly improving the services for the satisfaction of the passengers. To fulfill the commitment, RSRTC has incorporated Ordinary, Express, Deluxe, A.C., A.C. Sleeper and various models of Super Luxury Buses in its fleet for all categories of passengers.

RSRTC is inviting online bids from chassis manufacturers, who are interested to SUPPLY BS VI BUS CHASSIS based on diesel fuel for FABRICATION OF 2x2 NON AC STAR LINE PASSENGER BUSES to Rajasthan State Road Transport Corporation (RSRTC) on the terms and conditions of this bid.



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. Therefore, bidders are advised to acquaint themselves with the provisions of RTPP Act, 2012 and RTPP Rules, 2013 prior to bidding process.

1. This Bid is invited in two stage bid system i.e. Technical Bid and Financial Bid. Both the Bids (Technical and Financial) have to be prepared and subsequently submitted online only by the Bidders.
2. The Bidder should ensure that the Bid is submitted as per stipulated timeline and not to wait till last moment to safeguard their own interest. RSRTC does not take any responsibility for non-submission of Bid due to any reason i.e. non-working of e-system/slow running of network etc. The Bidder should ensure that his hardware and software is compatible to the online system.
3. RSRTC shall not take the responsibility for any delay in receipt of the Fee Documents which are to be submitted in original before opening of technical bid.
4. Each Bidder has to submit the ‘Technical Bid’ and ‘Financial Bid’ separately on the eproc portal as per the instructions given in this Bid Documents.
5. Breach of this Bid Document and/or RTPP Act 2012 and/or RTPP Rules 2013 as on the date of the submission of this Bid will render the Bidder ineligible to continue in the Bidding process.
6. The Bidder must ensure that no conflict of interest subsists or occurs as a result of submission of its Bid pursuant to this Bid Document.
7. Those Bidders who will qualify as per the qualification criteria for the Technical Bid, only their Financial Bids will be opened.
8. The Bidder shall not quote its offer/commercials directly or indirectly in the Technical Bid, failing which the Financial Bid shall not be opened and its Bid shall stand rejected.
9. RSRTC at its sole discretion and without assigning any reasons there of reserves the right to accept or reject any/all Bids.
10. The Bidder shall bear all costs associated with the preparation and submission of its Bid and RSRTC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
11. Bids containing deviations from Bid Document, terms and other requirements (i.e. conditional bids) are liable to be rejected.
12. This Bid Document incorporates all the general instructions, standard terms and conditions of contract, all annexures, schedule of rates (BOQ), Bid-fees, bid security and other correspondence related to this Bidding process.
13. The Bidders are requested to read all instructions, forms, terms and conditions, specifications and other information mentioned in the bid documents carefully.
14. The Bidder must provide all information and data during this Bidding process, in a manner that is true, correct, accurate and complete and no such information, data or statement provided by the Bidder is inaccurate or misleading in any manner.



15. Failure to furnish all information required or submission of Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of Bid.
16. Every term shall be mentioned in proper detail and shall be no ambiguity in term in the Bidder's response to the Bid.
17. **Pre- Bid Conference:** The bidder or his authorized representative is invited to attend the pre-bid conference as per the date and time mentioned in the NIT. The purpose of Pre-Bid conference is to clarify issue and to answer question on any matter related to this procurement process that may be raised at that stage. However, RSRTC reserve the right to either provide or deny providing any clarifications to any of the queries of the Bidders without assigning any reasons whatsoever.
18. RSRTC reserves the right to also make correction/addition/deletion in the Bid Document and accordingly corrigendum will be issued by the RSRTC and same will be available on the <https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> <https://transport.rajasthan.gov.in/rsrtc> portals. Corrigendum, if any issued by RSRTC shall form part of the Bid.
19. Bidder is requested to follow e-tendering instructions and submit their Bid as per the instructions. No complaint or request in this regard will be entertained.
20. Each page of the Bid documents submitted by the Bidder should be duly sealed & signed by the authorized signatory of the Bidder while uploading the bid on the e-proc portal.
21. This Bid Document shall be governed and interpreted according to the **Laws of India**.
22. **Acceptance of the successful Bid and Issuance of Letter of Intent:**
 - (i) The purchase order will be placed by RSRTC as per the quoted rates/ finalized rates thereafter, to the Successful Bidder in the Financial Bid.
 - (ii) If the issuance of purchase order is likely to take time, in the meanwhile a Letter of Intent (LOI)/ Letter of Acceptance (LOA) may be sent to the successful Bidder for supply as a token of acceptance of bid.
23. **Signing of contract/agreement and award of contract:**
 - (i) Pursuant to the Successful Bidder being notified that its Bid has been accepted by RSRTC, the successful Bidder and RSRTC shall enter into a written contract for procurement of DIESEL Buses on a non-judicial stamp of Rs 500 within 15 days of issuance of LOI/LOA to the Successful Bidder.
 - (ii) Any cost required to be incurred for such Procurement Contract will be borne by the Successful Bidder including the applicable stamp duty etc.
 - (iii) Until the execution of the Procurement Contract, the terms and conditions of the LOI/LOA/Purchase Order / Bid documents shall prevail.



24. **Validity of Bid:** The submitted Bid must be valid for 90 days from the last date of submission of Bid (“Validity Period”). The Bidder shall not be entitled, during the Validity Period, to revoke its Bid or cancel the offer or to vary any terms thereof. In case of the Bidder revoking its Bid or cancelling the offer or varying any terms in regards thereof during the Validity Period, the Bid Security Deposit of such Bidder will be forfeited.
25. **Bid security deposit:**
- A. The Bidder shall submit the bid security deposit in accordance with the following conditions:
- i) Bid Security shall be 2% of the estimated value of subject matter of procurement as mentioned in the NIT.
 - ii) In case of Small-Scale Industries of *Rajasthan*, it shall be 0.50% of the estimated value of the bid.
 - iii) 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.
 - iv) The Bid Security may be given in the form of demand draft or bank guarantee [to be confirmed by bank], in specified format, and issued from Rajasthan based branch of Nationalized Bank and must be valid till at-least 120 days from the last date of bid submission. Bank guarantee issued from the branch of a bank operational outside Rajasthan state, will not be acceptable. Also, it must be assured that the Bank guarantee must be issued from the Bank account of participating Bidder only.
 - v) The Bid Security of unsuccessful Bidders be refunded soon after final acceptance of the successful Bid, signing of agreement and pursuant to submission of Performance Security.
 - vi) RSRTC shall return the bid security after the earliest of the following events, namely-
 - a. The expiry of validity of bid security
 - b. The execution of agreement for procurement and performance security is furnished by the successful bidder.
 - c. The cancellation of the procurement process; or
 - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
 - vii) No interest will be paid by the RSRTC on the amount of Bid Security.
- B. The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:
- i) when the Bidder withdraws or modifies his Bid after opening of Bids; or
 - ii) 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
 - iii) 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.
- iv) when the Bidder does not deposit the performance Security in the specified time after the supply/work period order is placed; or
 - v) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the RTPP Rules, 2013.
- C. 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.
26. **Bid document fee and processing fee:**
- i. The bid documents fees Rs. 50,000/- with 18% GST Extra (i.e. Rs. 59,000/-) to be paid in the form of Demand Draft in favor of **FA RSRTC JAIPUR**.
 - ii. The bid processing fees Rs. 2500/- to be paid in the form of Demand Draft in favor of **Managing Director RISL Jaipur**.
27. **Language:**
- i. The purchase order/contract as well as all correspondence and documents related to the Contract exchanged by the Supplier and the RSRTC, shall be written in the English language.
 - ii. If the bidder has submitted any required documents other than 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.



SECTION VI : QUALIFICATION AND EVALUATION CRITERIA

QUALIFICATION CRITERIA

The following criteria must be strictly fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The Bids received without the documentary evidences are liable to be rejected. All the conditions mentioned below are mandatory to qualify the Bid. Non-compliance of any condition shall lead to non-responsiveness of the Bid.

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Eligibility	Bidder must be chassis manufacturer who has the type approval certificate for the product offered in the bid from any of the authorized testing agencies listed under Rule 126 of Central Motor Vehicle Rules (CMVR) 1989.	Bidder must provide type approval certificate of the chassis of offered model.
2.	General Requirement/ Legal Entity	The bidder eligible for participating in the bidding process shall be a Company incorporated under the provisions of Indian Companies Act, 1956/2013 and the firm may be Partnership/ Proprietary. Bidder must be legally competent to enter into contract as per prevailing Indian laws.	Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Companies is to be enclosed. In case of firm is in partnership/ proprietary, certified copy of the deed/GST/ MSME Aadhar no./Udhyog Aadhar/ Business reg. number is to be enclosed.
3.	Manufacturer Experience	Bidder must have supplied at-least 500 nos. of chassis/ buses based on diesel fuel to various STU's in India during last 05 years.	Sealed and signed copies of Purchase orders and completion certificates from respective STU's
4.	Tax Registration	The Bidder should have registration number of: (i) GST (ii) Income Tax PAN	Copies of: GST Registration Certificate & PAN



Sr. No.	Basic Requirement	Specific Requirements	Documents Required
5.	Black listing & Litigation	Bidder should not have been blacklisted by any State / Central Government Office / PSU / STU/ Agencies or any Autonomous bodies during last three financial years i.e. 2019-20,2020-21, 2021-22.	An undertaking in this regard has to be submitted as per Annexure- 3

EVALUATION CRITERIA

The item wise lowest price quoted for the supply location i.e. Jaipur, Rajasthan in the BOQ (bill of quantity), 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 as below-

- 1.In case of TWO bidders the quantity may be divided by 65(L1):35(L2)
- 2.In case of THREE bidders the quantity may be divided by 50(L1):30(L2):20(L3).
- 3.In case of MORE THAN THREE bidders the quantity will be decided by procurement entity i.e. RSRTC.



SECTION VII :- BIDDING PROCESS

1. This Bid is invited in two stage bid system i.e. Technical Bid and Financial Bid. Both the Bids (Technical and Financial) have to be prepared and subsequently submitted online by the Bidders through e-procurement portal (<https://eproc.rajasthan.gov.in>) only.
2. **All the technical bid documents along-with all fees (bid documents fee, bid processing fee & bid security) should be uploaded only in e-procurement portal. No hard copy of technical bid documents will be accepted except fees documents.**
3. Sealed envelope consisting of Fee Documents should be submitted in physical form before opening of Technical Bid. On the top of the sealed envelope, the following should be mentioned:
 - (i) Tender ID
 - (ii) Name of Tendered Item
 - (iii) Bidder Name
 - (iv) Last date of Bid Submission
4. The Bid will be opened on the date, specified in the Bid Document unless otherwise extended. The following procedure will be adopted for opening the Bid submitted by the Bidders:
 - (i) Technical Bid submitted by the Bidder will be opened online and the evaluation committee will evaluate documents submitted by the respective Bidders based on the qualification criteria. If a Bidder fails to furnish any of the required documents for fulfilling technical qualification then evaluation committee by its discretion if found suitable, may request to submit the shortfall documents (if any), and same has to be uploaded by the bidder on portal within specified time limit. If Bidder fails to submit the required shortfall documents, then Technical Bid of those bidders will be rejected and their financial bid will not be opened . The decision of the Evaluation Committee will be final and binding in this regard.
 - (ii) The Bidders who meets qualification criteria prescribed in this Bid Document and whose Technical Bids are found to be responsive Financial Bids of only those bidders will be opened online.
5. The Evaluation/ Procurement Committee shall evaluate the Financial Bid and on the basis of evaluation criteria as specified in this Bid Document will declare the Successful Bidder and the successful bidder has to enter into a contract with RSRTC specifying the terms and conditions of supplying the DIESEL buses as per bid specifications to RSRTC.



FEE DOCUMENTS

Part I - The Fee Cover shall comprise the following:

Sr. No	Particulars
1.	Bid Document Fee Rs 50000/- plus 18% GST extra i.e. Rs 59000/- in the form of Demand draft (DD) in favor of FA, RSRTC, Jaipur.
2.	Bid Processing Fee Rs 2500/- in the form of Demand draft (DD) in favor of Managing Director, RISL, Jaipur.
3.	Bid Security Rs 63,00,000/- (Rupees Sixty Three lakhs only) in the shape of demand draft/Bank Guarantee payable to FA RSRTC , Jaipur (In case of BG it should be issued from branch of Nationalized bank situated in Rajasthan only).(Annexure-9)

DOCUMENTS TO BE SUBMITTED FOR TECHNICAL BID

Part II - The Technical Bid shall comprise the following:

Sr. No	Particulars
1.	Each page of bid terms and conditions duly filled & signed with stamp of concerning authority.
2.	Authority letter/power of attorney in favor of person who is signing the bid.(As on Annexure-7)
3.	Financial Parameter Sheet.(Annexure-8)
4.	Type approval certificate for the product offered in the bid from any of the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules (CMVR) 1989.
5.	Proof for supplying at-least 500 nos. of chassis/buses by the bidder to various STU's in India in last 5 years. (Annexure-12)
6.	Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Companies. In case of firm is in partnership/ proprietary certified copy of the deed may also be enclosed.
7.	Details and specifications of the actual offered chassis to RSRTC by the firm.
8.	Details of supply of same chassis to other STU's. (No. of chassis, year of supply and name of the STU)
9.	GST registration certificate and PAN card.
10.	Declaration by the bidder regarding qualifications.(Annexure-3)
11.	Form of bid securing declaration.(Annexure-6)
12.	Technical bid application.(Annexure-1)
13.	Self declaration certificate.(Annexure-13)



DOCUMENTS TO BE SUBMITTED FOR FINANCIAL BID

Part III- The Financial Bid shall comprise the following:

Sr. No	Particulars
1.	Bill of Quantity as per format in Financial Cover.

1. The Bidder shall specify the unconditional fixed basic price, discount (if applicable) and GST as per norms in the Financial Bid as per BOQ format. The Financial Bid received without specifying the breakup of fixed basic price and applicable taxes may be rejected.
2. In the BOQ the GST & discount must be quoted in percentage % only and rate should be quoted in rupees only for the supply location which is Jaipur, Rajasthan.
3. Any conditional (quantity /volume /cash) discount will not be considered except unconditional discount quoted in BOQ. So please submit the best prices in BOQ only.
4. The validity period for the rates offered by the Bidder in the Financial Bid will be one year from the issuance of LOA/LOI/ Purchase Order (whichever is earlier).
5. No escalation of quoted basic price by the Bidder will be permitted during the contractual period with RSRTC.
6. The increase in applicable taxes/ any statutory government levies may be accepted subject to submission of documentary evidence in relation to the same to the Bidder.
7. The Financial Bid shall not contain any strike outs, over-writing, erasures or other modifications and shall be free from any clerical or computational error.



SECTION VIII :

BID SPECIFICATIONS

➤ MAIN SCOPE OF SPECIFICATIONS / END - USE REQUIREMENTS

The chassis specifications envisage compliance with all applicable Central, State and local laws (including Acts, Rules & Regulations). These shall include, but not be limited to, the Disability Act 1995 as amended till date as well as state and local accessibility, safety, emission and other requirements. The chassis shall meet the latest Central Motor Vehicle Rules (CMVR) of India / Safety norms, Emission & other norms applicable at the time of supply. In the event of any conflict between requirements emanating from these specifications and those as per any statutory/legal etc. in force, the superior/ higher requirement/standard shall prevail.



BROAD SPECIFICATIONS FOR BS-VI CHASSIS BASED ON DIESEL FUEL		
1	Dimensions of Chassis:	
		Suitable for 2X2 Non AC Star Line Buses
a.	Wheel Base	5600 mm to 6000 mm
b.	Height of the Chassis	900 mm to 1100 mm
c.	Front Overhang	As per CMVR
d.	Rear Overhang	As per CMVR
e.	Overall Length	11000 mm to 12000 mm
f.	GVW	Minimum 16200 KG
g.	Ground Clearance	Minimum 220 mm
2.	Suspension System	
		Front Weveller and rear air suspension
3.	Engine	
		Engine shall be Six-cylinder, turbo charged with inter cooler, water Cooled, four stroke type run on DIESEL conforming to BS-VI emission norms. Fitted with suitable filtration system and ECU controlled speed limiting system for chassis as per CMVR
a.	Engine Output	180 HP and above
b.	Torque	Minimum 650 NM@ 1400 RPM to 2000 RPM
4	Chassis	Chassis shall comprise of Chassis Frame, Engine, CRDI Fuel injector pump, Air Compressor, Radiator, Transmission (including Clutch, Gear Box and Propeller Shaft), Front Axle Assembly, Rear Axle Assembly, Power Steering Assembly, Self-starter (24v DC), Alternator, Wiper motors & blades, Seven Wheels with Tyre Assembly (Including winch type spare wheel carrier fix at chassis), Brake System, Head and Tail Lamp Assemblies, Electrical Horns, Side Indicators, Rear View Mirror, Bonnet and driver seat (with front bumper, driver cabin, faceless structure/passenger cowl and center Grill); as per CMVR(central motor vehicle rules)
5	Fuel Injector Pump	Suitable Fuel (DIESEL) injection system ; as per CMVR
6	Cooling System	The system shall include Radiator, Water Pump, Fan of adequate capacity with thermostat to control the coolant temperature between 80-95°. Thermostat shall be as per OEM design and CMVR.
7	Gear Box	Gear Box shall be Synchromesh type with six forward and One Reverse Gear fitted suitably designed for operation on all terrain in Mofussil and City areas.



8	Clutch	diaphragm clutch type.
9	Front Axle	Front Axle shall be of 'I' Beam' type made of Alloy Steel Forging with a minimum load carrying capacity as per CMVR.
10	Rear Axle	Fully floating type with spiral /Hypoid Gears.
11	Power Steering	Gear driven steering system shall be power assisted and sufficiently rugged in design to withstand peak road shocks without the risk of component failure of in advertent alteration of steering geometry for compatibility & standardization, power steering system of all supplied chassis should have same make (either Rane or ZF make) and specification including child part and should be same/identical for all supplied chassis for each category of chassis.
12	Brakes	Dual Line Air Brake system shall be provided on all the four wheels. Pneumatic flick valve type hand control shall be provided for Hand Brake system operating with actuators on rear wheels. The Control Valve shall be provided on the right hand side of the driver on the Dash Board or suitable place. ABS (anti-lock braking system) must be fitted in braking system.
13	Electrical System	The system shall be of 24 Volt DC. A Battery Isolating Switch (Main Cable Cut-Off Switch) shall be provided near the driver seat. For compatibility & standardization, electric system should have same make (either Lucas or BOSCH make) and specification including child part for all supplied chassis.
14	Battery	Battery of 24 Volt (12 x 2) minimum 21 plates 150 AH(amp hours) of reputed make.
15	Fuel Tank(DIESEL)	Minimum 239 Ltr
16	Instrument Panel	Aesthetically designed Instrument Panel should consist of Speedo Meter with kilometer counter, Air pressure gauge, Flashing-side indicator and switch, Warning lamp or beeper for low air pressure, Warning lamp for charging of batteries, Starter Switch, Dipper Switch, voltmeter, Temperature gauge, Engine Oil Pressure gauge, Engine RPM (revolution per minute) Meter And as per CMVR etc.
17	Wheels & Tyres	Two nos. in front and 4 nos. in rear with one Stepney and spigotted hub (winch type spare wheel carrier fix at chassis). Tyre Size : 10.00 x 20 – 16 PR(ply rating) Radial



18	Tools	<p>Hydraulic bottle type Jack Min. 10 Ton capacity, wheel spanner, Wheel Brace and Tommy bar should be supplied along with the chassis. If any scan/fault rectification tool is required for detecting and resolving faults in the bus chassis then one tool per 5 buses of complete fault detection & complete rectification system/ complete solutions with software having validity/subscription for atleast 10 years are to be provided on FOC basis <u>including flashing of ECU</u> and in case laptops are required in this solution/system then laptops with following/higher broad specification are to be provided –</p> <ul style="list-style-type: none">• 11th Generation intel core i7-(8GB/1TB DDR4) DDR5 graphics memory with window 10 home.• In case no. of scan tool assemblies' figure comes in decimal then the number will be rounded off to the next number e.g. for 5.3, it will be considered 6.
19	Service & parts manuals	<ol style="list-style-type: none">1. Firm has to give Operator's Hand Book with each vehicle;2. Firm has to give 70 Service Manual and Operator's Catalogue and 5 spare parts Catalogue for each type chassis and also provide in soft copy of all Service Manual, Operator's Catalogue and Spare Parts Catalogue.
20	Others	<p>The chassis provided should be compatible to provide/ incorporate provisions as mentioned in AIS:140 Like panic button, VTS (vehicle tracking system) etc.</p>

NOTE:- Incorporating the above broad specifications, Chassis should strictly be supplied in line with latest emission norms incorporating any CHANGE OF LAW if occurs and CMVR regulations & prevailing bus codes at the time of supply of chassis.

**GENERAL MANAGER (B/B)
RSRTC, HEAD OFFICE,
JAIPUR**



SECTION IX : GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. PERIOD OF CONTRACT:

Period of contract for supply of chassis will be 12 months from issuance of PO/LOI/LOA (whichever is issued earlier), however obligation regarding warranty shall be applicable for warranty period.

2. PERFORMANCE SECURITY:

- a. The Supplier at the time of signing the agreement shall provide a Performance Security @ 5% of the order value and shall be valid beyond 6 months from the completion of warranty period of last chassis in the form of Bank Draft or Banker Cheque or bank guarantee[to be confirmed by bank], in specified format, of a Nationalized bank of Rajasthan branch (**Annexure “10”**) except the departments 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:
 - (a) when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - (b) when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - (c) when any terms and conditions of the contract is breached; or
 - (d) to adjust any accepted dues against the Supplier from any other contract with the Procuring Entity; or
 - (e) failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
 - (f) if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules.
- c. Notice of 15 days' time will be given in case of forfeiture of Performance Security.
- d. The decision of the Procuring Entity in this regard shall be final.
- e. The performance security does not carry any interest.
- f. Performance security deposited (PSD) by the successful bidder shall be valid beyond 6 months from the completion of warranty period of any chassis. In case where 2 year has been completed but 3 lacs kilometer is not completed of the any chassis then in such a case, successful bidder is required to extend performance security for beyond six months of the remaining period of warranty within a period of 30 Days before expiry of PSD, Otherwise before 15 days of expiry, the PSD will be revoked.
- g. In case of force majeure if warranty/contract period is extended than performance security will also be extended for the above period.



3. Contract /purchase order Price

- i. The price quoted in the commercial bid (BOQ) submitted or finalized price thereafter 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.

4. Terms of Payment

Payments shall be made after receipt and acceptance of chassis as below –

1. 99 % of total amount will be paid within 30 working days of RSRTC.
2. Remaining 01 % amount will be paid after 06 months of completion of WARRANTY PERIOD. That 01 % amount may be used for penalty deduction if any.

If payments are not made even in 30 working days, then no interest will be paid by RSRTC. Purchase Order will be issued after availing free service rebate of Rs.5000/- per chassis from the finalized price.

5. Taxes and Duties

For chassis supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted chassis at site to the Procuring Entity. However GST will be quoted in BOQ. The rates should be quoted for the supply location i.e. Jaipur, Rajasthan.

6. DELIVERY/ SUPPLY SCHEDULE:

- i. The successful bidder must supply the chassis as per Delivery Schedule given by RSRTC in Purchase Order or amended later.
- ii. Minimum supply capacity of chassis should be as follows by chassis manufacturer

Non AC Star line 2x2 – 75 per month

- iii. The chassis so received will be taken into stock subject to approval of the chassis by Inspection team. In case of rejection of chassis/ assembly/ part of the chassis, the supplier will be informed. The supplier on receipt of rejection information shall have to provide acceptable replacement within **7 days** positively otherwise delivery schedule penalty clause will be applicable.

7. SAMPLES, INSPECTIONS AND TESTS: The following is relevant in terms of inspections and tests to be carried out by RSRTC:

Chassis supplier shall offer the chassis for pre-delivery inspection within time in writing as per delivery schedule given by the Corporation. The chassis shall be inspected by authorized representative of Corporation, which consist a higher level committee of technical officers and after approval of PDI of the chassis, delivery will be taken by the Corporation. Firm shall provide all the accessories mentioned



in the purchase order with minimum 25 LTR DIESEL on free of cost at the time of delivery of chassis.

8. **INSURANCE:** The chassis should be insured to safeguard against any transit damage/loss. In case, the chassis is not insured, the supplier will have to make good to the loss sustained by the corporation, if any.
9. **TRANSPORTATION:** The Chassis shall be supplied for the supply location i.e. Jaipur, Rajasthan. All transportation charges, local taxes, etc. shall be borne by the Supplier. No other charges will be paid for supply except quoted in BOQ.
10. **RISK PURCHASE CLAUSE:** In case successful bidder doesn't supply the chassis as per the delivery schedule or revised (if any), prescribed in the purchase order/ LOI/Procurement Contract, RSRTC reserves the right to purchase chassis from alternate source even without giving any notice to supplier/ Successful Bidder and in that event, the difference in purchase price and the contracted price as applicable at the time of purchase, will be recovered from the supplier/ Successful Bidder.
11. **GUARANTEE/ WARRANTY:**
 - i. The chassis offered shall be covered under unconditional warranty of 2 years or 3 lakh km from the date of registration of the bus whichever is later with repair/ replacement. The chassis with all aggregates and spare parts like engine, fuel injector pump, all components of engine with wirings harness, sensors, ECU & all electronic components, Dosing Unit if DEF, Air dryer assembly, steering pump and box, Gear Box, propeller shafts, rear axle, differential, self-starter, alternator, Battery, radiator etc. (except tyres, lubricants) will be covered under warranty.
 - ii. Warranty shall be unconditional in all respect. In case any spare parts/lubricants used by RSRTC, it will not affect the warranty.
 - iii. The warranty will be single window warranty. RSRTC will deal with supplied chassis manufacturer only.
 - iv. Supplier shall give undertaking about the chassis supplied under this contract are new, unused of most recent model and have incorporated all recent amendments in the CMVR/AIS.(Annexure-13)
 - v. Chassis should not be old more than 6 months from the date of delivery.
 - vi. Tyres and batteries should not be old more than 6 months from the date of delivery.
 - vii. Accident case will not be covered under warranty.
 - viii. In case of breakdown during warranty period, vehicle shall be attended by chassis supplier in 24 hours and also provide 24*7 facility to attend vehicles in Rajasthan or anywhere in India. If vehicle is not attended within 24 hours after intimation then there will be penalty Rs. 4500+GST per day per chassis/bus.
 - ix. In case of off route of buses during warranty period for any work related to chassis for minor work and major work maximum permissible days will be 4 and 8 respectively after that there will be penalty Rs. 4500+GST per day per



chassis/bus. Where major & minor work will be classified as follow:

Major work- Engine overhauling, Gear overhauling, Crown pinion overhauling

Minor work- except major work, all other works will be considered in minor work

12. Training for technical staff and drivers :

The firm shall have to impart training on FOC basis to RSRTC technical staff and drivers as follows-

- i. The firm shall have to impart TWO TIMES training programme as per service/maintenance schedule & overhauling practices of all aggregates & spare parts fitted on chassis, basic technical knowledge for fuel consumption (Kmpl) improvement etc. to the drivers/technical staff at RSRTC depot's workshops and central workshops. & the firm shall have to submit recognition certificate in this regard to Executive Director (Eng.) duly signed by concerned Manager (Op.)/ Chief Production Manager.
- ii. The firm shall have to impart TWO TIMES training programme for RSRTC technical staffs at depot's workshops, central workshops and chassis supplier's manufacturing plant for training on maintenance/overhauling practices of all aggregates & spare parts fitted on chassis, basic technical knowledge for fuel consumption (Kmpl) improvement etc.
- iii. Regular monitoring of engine, all aggregates and spare parts fitted on chassis etc. shall be provided at depot /Central workshop level by chassis supplier within warranty period as per requirement of RSRTC.
- iv. Training should also include practical knowledge of fault detection and rectification using scan tool.
- v. Practical training should also include fitting and replacement practices of all spare parts and aggregates of chassis.
- vi. Training related to engine test bench and fuel system test bench at Central workshop of RSRTC.
- vii. Fire and Safety related training to take care of DIESEL buses should be provided by the chassis supplier.
- viii. Boarding, lodging and travelling convenience to RSRTC staff (up to 100 officials/staff) will be on free of cost basis for the training at chassis supplier's manufacturing plant.



13. Penalty Clause:

- i. Chassis shall be strictly supplied as per delivery schedule given by RSRTC and subsequent amendment if any. In case of delay in supplying the chassis, the penalty @4500/- + GST (as applicable) per day per chassis.
- ii. In case of breakdown during warranty period, vehicle shall be attended by chassis supplier in 24 hours and also provide 24*7 facility to attend vehicles in Rajasthan or anywhere in India. If vehicle is not attended within 24 hours after intimation then there will be penalty Rs. 4500+GST per day per chassis/bus.
- iii. In case of off route of buses during warranty period for any work related to chassis for minor work and major work maximum permissible days will be 4 and 8 respectively after that there will be penalty @4500/- + GST per day per chassis/bus.

Major work- Engine overhauling, Gear overhauling, Crown pinion overhauling

Minor work- except major work, all other works will be considered in minor work

14. FLOAT ASSEMBLY:

- i. Chassis manufacturer has to supply major assemblies (**complete engine assembly and gear box**) in no. equal to 5% of the total no. of chassis supplied as float assemblies on free of cost (FOC) basis, where major assemblies means Gear Box and **complete Engine assembly** having peripheral assemblies like self starter, alternator, FI Pump, turbo charger, water pump, fly wheel, clutch plate, pressure plate with housing, oil filter, fuel filter, fan, damper pulley, exhaust and inlet manifold **etc. and engine related all assembly ready to use for power and transmission**. In case no. of float assemblies' figure comes in decimal then the number will be rounded off to the next number e.g. for 2.3, it will be considered 3.
- ii. During the warranty period chassis manufacturer shall provide all type of filters (air filter, fuel filter, oil filter etc. of OEM make) free of cost up to operation of 3 lakh kilometer for scheduled maintenance of each chassis as per recommendations of chassis manufacturer.
- iii. The supply location for float assemblies and filters will be RSRTC, Central Store, Jaipur / Central work shop (Jaipur, Jodhpur & Ajmer). Chassis Manufacturer/ Successful bidder has to supply the float assemblies and filters as per delivery schedule given time to time by General Manager (S/P).
- iv. Chassis Manufacturer is supposed to supply the float assembly and all type of filters (air filter, fuel filter, oil filter) as per delivery schedule given by General Manager(S/P), Central Store, Jaipur RSRTC in the order or even amended later. In case of delay of supplying the goods, the penalty @1% per fortnight of value



(as per price list / ASRTU rate contract of chassis manufacturer whichever is lower) of the delayed quantity + GST extra 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% of the invoice value of the supplied item + GST extra.

- v. In case of acceptable supplies are not made by the chassis manufacture as per the delivery schedule or revised (if any), prescribed in the purchase order/ LOI/ Procurement Contract, RSRTC reserves the right to purchase the material from alternate source even without giving any notice to chassis manufacturer and in that event cost will be recovered from the chassis supplier/successful bidder.
15. **SERVICE OF NOTICE:-** Any notice required to be given under any of the foregoing clause shall be deemed to have been given and served if sent to the supplier/ Successful Bidder by registered Post/Speed Post/Courier/e-mail at the address given in the Bid or at any other address subsequently notified by the supplier/ Successful Bidder. In case of undelivered, RSRTC will not be responsible for same.
16. **CORRESPONDENCE:** All correspondence with RSRTC would be done directly by the Bidder /its authorized representative only. Correspondence through agents or unauthorized representatives will not be allowed.
17. RSRTC reserves the right to recover any penalty, risk purchase amount, sample failure recovery or any other pending liabilities of the bidder/ successful bidder from any of the pending dues with RSRTC.
18. **FORCE MAJEURE:**
- (i) “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of the following events, if it affects the performance by the Bidder claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Bid Document and which act or event
 - A. is beyond the reasonable control of the Affected Party,
 - B. the Affected Party could not have prevented or overcome by exercise of due diligence and following good industry practice, and
 - C. has material adverse effect on the Affected Party:
 - a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion;
 - b) strikes or boycotts interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an year;
 - c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Bidder in any proceedings for reasons other than failure of the Bidder to comply with any applicable law;



- d) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
 - e) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an year;
 - f) any event or circumstance of a nature analogous to any of the foregoing.
- (iii) Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to RSRTC forthwith.
- (iv) No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under the Procurement Contract so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measure order to carry out the terms and conditions of this contract, and (b) has informed other party as soon as possible about the occurrence of such an event but not later than 7 calendar days.

(v) Extension of Time

Any period within which a party shall, pursuant to the Procurement Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure. The delivery period mentioned in purchase order may be extended upon occurrence of a Force Majeure event. The Bidder shall be required to give notice within 7 days to this corporation in writing in his claim for an extension of the delivery period. After receipt of such notice and verifications; if necessary the delivery period will be extended but without prejudice to other terms and conditions of the purchase order and Procurement Contract's conditions. If the Successful Bidder, does not deliver the ordered material even after expiry of extended delivery period then RSRTC will be entitled to recover liquidated damages from the supplier.

19. **GOVERNING LAW:** This Bid Document shall be governed by and interpreted in accordance with the **laws of India**.
20. **CONFIDENTIALITY:** In addition to the requirements of the provisions of Section 49 of the RTPP Act 2012 and Rule 77 of the RTPP Rules 2013 regarding 'Confidentiality', the successful Bidder/ supplier shall keep confidential all information in relation to the Procurement Contract and shall not, without the written consent of RSRTC, divulge to any third party any



information whether proprietary or otherwise, any documents, data, or other information furnished directly or indirectly to RSRTC in connection with the Procurement Contract.

21. **NON-RESPONSIVENESS OF BID:** RSRTC may return or reject the Bid, including but not limited to the following events:

1. RSRTC reserves the right to reject the entire or part of any Bid without assigning any reason, whatsoever. The documentation submitted by the Bidders shall not be returned in case their Technical Bid is not acceptable.
2. The Financial Bid or its contents thereof are found in the Technical Bid.
3. Incomplete or erroneous Bid has been submitted.
4. RSRTC reserves the right at its sole discretion not to award the contract to any of the Bidders. This decision does not commit RSRTC to pay any costs or loss incurred in the preparation and submission of any requisite Bid by the Bidders.
5. If the Bidder deliberately gives wrong information in its Bid, RSRTC reserves the right to reject such Bid at any stage or to cancel/ revoke the procurement contract, if awarded, and to forfeit the Bid Security Deposit or the Performance Security, as applicable.
6. The Bidder must follow all the terms and conditions and instructions in the Bid Document. If the Bidder fails to follow any of the terms and conditions and instructions of the Bid Document, its Bid is liable for rejection.
7. Canvassing in any form in connection with the Bids is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable for rejection.

22. **DISQUALIFICATIONS:** Even though the Bidder meets the qualifying criteria, they could be disqualified even after declared successful bidder, if they have:

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- ii. Where the Bidder has already submitted the Bid and is a member of the entity which has already submitted the Technical Bid/ Bid or vice versa.
- iii. If any such information which would have entitled RSRTC to reject or disqualify the Bidder, becomes known after the Bidder has been pre-qualified. RSRTC reserves the right to cancel the pre-qualification of the Bidder at any later stage, without assigning any reason thereof.
- iv. Where the Bidder is a consortium firm or an entity of similar nature.
- v. Bidders who canvass or attempt to influence the pre/post-qualification or selection process shall necessarily be disqualified from the Bidding process at any stage.



- vi. Any entity which has been barred by Government of India/any State Government or any of its agencies in last three financial year i.e. 2019-20,2020-21,2021-22 from participating in the Bidding process or otherwise and the bar subsists as on the date of submission of Technical Bid, would not be eligible to submit any Technical Bid.

23. TERMINATION OF PROCUREMENT CONTRACT

- (I) **TERMINATION FOR DEFAULT:** RSRTC may, without prejudice to any other remedy under the provision of the RTPP Act 2012, the RTPP Rules 2013 or the Procurement Contract, for breach of Procurement Contract, by notice of default sent to the Successful Bidder, may terminate the purchase order/ Procurement Contract.
- (II) **TERMINATION FOR INSOLVENCY:** RSRTC may at any time terminate the purchase order/ Procurement Contract by giving notice to the Successful Bidder if the Successful Bidder becomes a subject of corporate insolvency resolution process. In such event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RSRTC.
- (III) If the Successful Bidder goes into liquidation whether compulsory or voluntary, through any means, suffers on account of execution of a decree or compounds with the creditors for the settlement of his debts, and the corporation can rescind the contract at the cost and risk of the contractor. RSRTC shall thereupon have the authority to enter into a fresh contract with any other contractor / person, firm company for the completion of the same and recover the losses arising on such account from contractor in a manner deemed fit.

24. DISPUTE RESOLUTION & ARBITRATION

- (I) **DISPUTE RESOLUTION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall in the first instance, be resolved by referring such dispute or difference to the Standing Committee constituted vide Rajasthan State Road Transport Corporation's office order No.HO/Law/Gen/17/781 dated 03.10.2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above. The standing committee as per above order of RSRTC will consist of: -



- 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. (Not below the rank of Dy.GM)

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) ARBITRATION: If the second party (lessee/contractures.) does not wish to take recourse to the dispute resolution mechanism outlined vide Rajasthan State Road Transport Corporation's office order No. HO/Law/Gen/17/781 dated 03.10.2017 referred to above, or if the second party is not satisfied with the decision of the Standing Committee constituted thereunder, then such dispute or difference relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a Sole Arbitrator to be appointed by the first party (Rajasthan State Road Transport Corporation) following the qualifications and disqualifications laid down under Section 12 of the Arbitration & Conciliation Act, 1996 as amended.

25. EXECUTION OF AGREEMENT

A. (1) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

(2) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

(3) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.

(4) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value RS 500 or as per stamp act at its cost.

B. AT THE TIME OF EXECUTION OF AGREEMENT:

The chassis supplier shall pay performance security as per clause 2 of section IX in favor of FA RSRTC at the time of execution of this Agreement.



26. PURCHASE ORDER:

On completion of necessary formalities of the Agreement and after signing of the same by both the parties, the Corporation will issue detailed Purchase Order indicating No. of chassis to be purchased from the supplier in pursuance of this Agreement. Purchase order will be issued after availing free service rebate of Rs.5000/- per chassis from the finalized price.

27. MISCELLANEOUS:

- a) Chassis will be supplied to G.M.(B/B), RSRTC, JAIPUR ,GST NO. 08AABCR7187B1ZC along with 5 copies of invoices with all relevant documents.
- b) 5 copies of invoices have to be submitted at the time of delivery of chassis.
- c) TRC of the chassis will be provided at the time of delivery of chassis for minimum two month validity.
- d) Form No.21, 22 & 22-A and as per CMVR will have to be enclosed with invoices for registration of the vehicle.
- e) Pre-delivery inspection (PDI) of each chassis will have to be done before delivery of chassis .
- f) In case non-supply of any items along with chassis as specified in the Purchase Order, recovery of such items should be made as per market price.
- g) Arrangement of the material for manufacturing of chassis would be the full responsibility of the supplier.
- h) No price increase will be granted till completion of order, other than Government levies on submission of gazette notification. Government levies will be applicable and payable as ruling on date of delivery of chassis.
- i) All the chassis supplied shall be fitted with assemblies and parts of same type, same model & same make for the standardization and better inventory management of RSRTC and also give self declaration certificate regarding this. **(Annexure-13)**
- j) The Successful Bidder is bound to supply exclusive spare parts while participating in the e-bids invited by RSRTC until the supplied model get obsolete from RSRTC fleet and also give self declaration certificate regarding this. **(Annexure-13)**
- k) If the chassis is not supplied as per the bid specifications, terms & conditions then the chassis will not be accepted by RSRTC however in case non-supply of any item along with chassis as specified in the bid documents if RSRTC finds suitable, may arrange the same from the market and the amount shall be recovered from the chassis supplier.
- l) The chassis supplied with all aggregates and spare parts like engine, gear box, fuel injector pump, self starter, alternator, turbo charger, water pump, clutch plate, pressure plate, oil filter, fuel filter, fan, damper pulley, air dryer, steering pump, steering box etc., should be of same make and specification including child parts and should be same/identical for all supplied chassis for each category of chassis. In case of non compliance, chassis supplier shall replaced the assembly/assemblies found with different make, specification (including child part) as per the requirement of RSRTC at free of cost.



SECTION X :

VARIOUS ANNEXURES

ANNEXURE 1

TECHNICAL BID APPLICATION

To
The General Manager (B/B)
Rajasthan State Road Transport Corporation
Head Office, Parivahan Marg,
JAIPUR-302 001.

Sub: Supply of BS-VI Chassis based on diesel fuel for fabrication of **2x2 Non AC STAR LINE** Passenger Buses as per specifications of RSRTC

Ref: NIB No -----

- a) We declare that we fulfill the 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,
- c) Our Bid shall be valid for a period of **90** days from the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of this period,
- d) If our Bid is accepted, we commit to submit a Performance Security in the amount of **5%** of the order value or shall submit the Performance Security Declaration, as per rule No.75 of RTPP Act 2012 & Rule 2013 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 Bus chassis 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 have not been debarred by the State Government or RSRTC for any part of this Contract,
- i) We understand that this Bid/LOI/Purchase order shall constitute a binding contract between us, until a formal Contract is prepared and executed,
- j) We understand that RSRTC is not bound to accept the lowest evaluated bid or any other bid that RSRTC may receive,
- k) We agree to permit the Procuring Entity to seek clarification/pending documents relating to the bid submission,
- 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 RTPP Act, 2012, RTPP Rules, 2013 and this Bidding document during the procurement process and execution of the purchase order till completion of all our obligations under the Contract.

Bid Authorized Signatory Person's Name: _____ In
the capacity of (Designation): _____ Signed: _____
Date: _____ Duly authorized to sign the Bid for and on behalf of (Firm's
Name) _____ PAN No. _____ ROC No. _____ Complete
Address _____ Telephone/Mob No.: _____
E-mail: _____ We wish to apply.

Seal & Signature



ANNEXURE 2

Compliance with the code of integrity and No conflict of interest

Any person participating in 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 information 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 anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The bidder participating in a bidding process must not have a conflict of interest.

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

- (i) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
 - (a) have controlling partners/ share holders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of the bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the procuring entity regarding the bidding process; or
 - (e) the bidder participates in more than one bid in a bidding process. Participating 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 sub contractor, 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 3

DECLARATION BY BIDDERS REGARDING QUALIFICATIONS

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 RTTP Act
 - i. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bid 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 Bid 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 RTTP Act & Rules and this Bid Document, which materially affects fair competition.
 - vi. We have complied and shall continue to comply with the Code of Integrity as specified in the RTTP Act & Rules, and this Bid 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 during last three financial year 2019-20,2020-21,2021-22 undertaking for breach of contract.

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

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

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

Signed: _____ Name: _____

In the capacity of: _____

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

Date: _____ Tel: _____ Fax: _____ e-mail: _____

Date: _____ Signature of Bidder: _____

Place: _____ Name: _____

Designation: _____ Address: _____



Annexure 4

Grievance redressal during procurement process:

- (A) The Designation and Address of First Appellate Authority is **Managing Director**, RSRTC, Parivahan Marg, Chomu House, Jaipur
- (B) The Designation and Address of Second Appellate Authority is **Chairman**, RSRTC, Parivahan Marg, Chomu House, Jaipur.
- (C) In case, the Chairman, RSRTC and Managing Director, RSRTC is held by same person then first appellate authority will be **Chairman & Managing Director**, RSRTC and second appellate authority will be **Board of Directors**, RSRTC.
- (1) Filing an appeal :-

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

Provided that after the declaration of the Bidder as successful the appeal may be filed only by the 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 the 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 endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.
- (4) Appeal not to lie in certain cases:

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

 - (a) Determination of need of procurement.
 - (b) Provisions limiting participation of bidders in the bid process.
 - (c) The decision of whether or not to enter in to 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 annexed form along with a 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 authorized representative.
- (6) Fee for filing appeal
 - (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.



BID DOCUMENTS FOR 2X2 NON AC STAR LINE DIESEL CHASSIS

- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Public Sector 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
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents or 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.



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



Annexure-5

Additional Condition of Contract

(1) Correction of arithmetical errors

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

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

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

(2) Procuring Entity's Right to Vary Quantities

- (i) 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.
- (ii) Orders for extra items may be placed by RSRTC, up to 5% of the value of the original contract. The fair market value of such extra items payable by the RSRTC to the contractor shall be determined by the RSRTC.
- (iii) Orders for additional quantities may be placed, on the rates and conditions given in the contract. If the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of order for additional quantities shall be 50% of the value of the goods and services of the original contract. In exceptional cases and without changing the scope of work envisaged under the contract, RSRTC may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original order, the additional quantities so procured shall be part and parcel of the work being executed and the limit of 50% of value of original contract shall not be exceeded in any case.

(5) Dividing quantities among more than one bidder at the time of award (In case of procurement of goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the Subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidder in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.



ANNEXURE-6

Form of Bid-Securing Declaration

Date :.....

Bid No.....

Alternative No. ,

To :

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 are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any pan thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iv) Thirty days after the expiration of our Bid.
- (v) The cancellation of the procurement process; or
- (vi) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :.....

Name:.....

In the capacity of:.....

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

Corporate Seal.....

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



ANNEXURE 7

**AUTHORITY LETTER
(TO BE GIVEN IN THE LETTER HEAD OF MANUFACTURER)**

Date:

I/We the manufacturers of _____
authorize Mr./Mrs. _____ our representative to sign
& submit the Bid Document for Procurement Process of BS VI chassis (Diesel) of
RSRTC. Mr./ Mrs. _____ is also authorized to attend meetings and
submit technical and commercial Bid as required by procuring entity in the course of
processing of e tender Procurement Process.

(Name & Signature of representative to sign the bid)

(Name & Signature on behalf of Manufacturer with seal)



ANNEXURE 8

FINANCIAL PARAMETER SHEET

S. No.	Parameters	
1	Name & address of firm	
2	E-Mail Address for communications	1. 2.
3	Brand Name/MAKE	
4	Supply Location	JAIPUR, RAJASTHAN
5	Validity of Bid	90 days (from the last date of Bid submission)
6	Contract period	12 Months (from the issuance date of LOA)
7	Delivery Schedule	Within 30 days from the date of issue of delivery schedule. Note: The purchase order/ delivery schedule may be given during the contract period.
8	Bank Account Details for Payment	
a.	Name of the firm	
b.	Name of the account holder	
c.	Bank Name and Branch	
d.	Bank Account No.	
e.	IFSC Code	
f.	GST No.	
g.	PAN for TDS	
9	Bank Account Details for RSRTC	
a.	Name of the firm	RSRTC, JAIPUR
b.	Name of the account holder	RSRTC
c.	Bank Name and Branch	ICICI Bank, Parivahan Marg
d.	Bank Account No.	677405000011
e.	IFSC Code	ICIC0006774
f.	GST No.	08AABCR7187B1ZC
g.	PAN for TDS	AABCR7187B

Note: If there is any change in the Bank details, communication detail please intimate this office immediately through authorized person.



ANNEXURE 9

Bid Security format in case of Bank Guarantee
(to be issued by a NATIONALIZED Bank Rajasthan branch)
Bid Security (Bank Guarantee Unconditional)

Form of Bid Security

.....[insert Bank's Name, and Address of Issuing Branch or Office]
.....[E-mail address of Issuing Branch and contact number]

Beneficiary: [insert Name and Address of Procuring Entity]

Date: [insert date]

BANK GUARANTEE No.: [insert number]

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

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in NIB or
- (b) having been notified during the period of bid validity specified in the Instruction to Bidder(ITB), 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 General Condition of Contract (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 General Condition of Contract (GCC).

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

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

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

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank]

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



ANNEXURE 10

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

(to be given by a NATIONALIZED Bank Rajasthan Branch)

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

.....[E-mail address of Issuing Branch and contact number]

Beneficiary: [Name and Address of Procuring Entity]

Date:

Performance Guarantee No.:

We have been informed that [name of the Supplier] (here in after 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] (here in after called "the Contract").

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

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

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

Seal of Bank and Authorized Signature(s)

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

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

Notes:

1. **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.**



ANNEXURE 11

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 for Award of Contract;
 - b. The Technical bid and the BOQ including negotiated Price, if any, submitted by the Supplier;
 - c. The Schedule of Supply;
 - d. The terms & conditions (Section I to Section XI) of the bid documents and any corrigendum/ amendments issued 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.

Signed by: _____

(for the Supplier)

Name _____

Witness 1

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(B/B)

RSRTC HEAD OFFICE, PARIVAHAN MARG, JAIPUR-302001



ANNEXURE 12

Details of supplied by the bidder chassis in various STU in last five years

S. No	Name of the STU to which chassis supplied	Financial year	Supplied model name	Supplied quantity
1				
2				
3				
4				
5				
6				
7				
8				

G. Total :-



ANNEXURE 13

Self Declaration Certificate

(TO BE GIVEN IN THE LETTER HEAD OF MANUFACTURER)

Date:

I/We the manufacturers of _____
declare that

1. All the chassis supplied through this bid shall be fitted with assemblies and parts of same type, same model & same make in specific model for the standardization and better inventory management of RSRTC.
2. The chassis supplied through this bid are new, unused of most recent model and have incorporated all recent amendments in the CMVR/AIS.
3. Our firm is bound to supply exclusive spare parts while participating in the e-bids invited by RSRTC until the supplied model get obsolete from RSRTC fleet.

We understand it that non compliance of above declaration points will result bad credentials to our firm & RSRTC may also debar/blacklist our firm.

(Name & Signature of Bidder)



SECTION XI :

CHECK LIST

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

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

BID ID.....

BID FOR-----DUE ON-----

Mandatory Documents to be submitted

(A) Fees

- i. Bid Document Fee in the form of DD in favor of FA RSRTC, Jaipur.
- ii. Bid Processing Fee in the form of DD in favor of Managing Director RISL, Jaipur.
- iii. Bid Security in the shape of demand draft/Bank Guarantee payable to **FA RSRTC**, Jaipur (In case of BG it should be issued from branch of NATIONALIZED bank situated in Rajasthan only). (**Annexure-9**)

Necessary Documents to be submitted

1. Each page of bid terms and conditions duly filled & signed with stamp of concerning authority.
2. Authority letter/power of attorney in favor of person who is signing the bid.(As on **Annexure-7**)
3. Financial Parameter Sheet.(**Annexure-8**)
4. Type approval certificate for the product offered in the bid from any of the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules (CMVR) 1989.
5. Proof for supplying at-least 500 nos. of chassis/buses by the bidder to any STU in India.(**Annexure-12**)
6. Certificate of Incorporation/ Registration issued by the Registrar of Companies. In case of firm is in partnership/ proprietary, certified copy of the partnership deed may also be enclosed.
7. Details and specifications of the actual offered chassis to RSRTC by the firm.
8. Details of supply of same chassis to other STU's. (No. of chassis, year of supply and name of the STU)
9. GST registration certificate and PAN card.
10. Declaration by the bidder regarding qualifications.(**Annexure-3**)
11. Form of bid securing declaration.(**Annexure-6**)
12. Technical bid application.(**Annexure-1**)
13. Self declaration certificate.(**Annexure-13**)

Note:

- i. If any firm fails to submit any of the mandatory documents (original), then RSRTC have the right to disqualify / reject the bid.
- ii. If any firm fails to submit any of the necessary documents, then RSRTC reserve the right to disqualify that firm from bid or ask the firm to submit the remaining documents online through soft copy.
- iii. Bidders are requested to upload only necessary documents which are asked by the procuring entity. Don't upload unnecessary documents.