RAJASTHAN STATE ROAD TRANSPORT CORPORATION
OFFICE OF THE GENERAL MANAGER (S/ P) JHOTWARA ROAD, JAIPUR
TEL No. 0141-2281912,2281913 Email:-gmsprsrtc@gmail.com

INVITATION TO BID FOR PURCHASE OF
[REAR VIEW MIRROR]

BID NUMBER: [RSRTC/PUR/GM(S/P)/2022/02]

DATED: [28/02/2022]

TWO STAGE BIDDING PROCESS

RSRTC

DETAILS OF CONTACT PERSON IN RSRTC REGARDING THIS BID
NAME: Khaim Singh
DESIGNATION: General Manager(S/P)
EMAIL: gmsprsrtc@gmail.com
CONTACT: 0141-2281912, 2281913
WEBSITE: http://transport.rajasthan.gov.in/rsrtc
ADDRESS:-RSRTC CENTRAL STORE NEAR T B SANATORIUM JHOTWARA ROAD JAIPUR Pin -302016

S. no.	Section	Description of contents
1		Definitions
2	I	Important Dates
3	II	Introduction And Scope of Work
4	III	Instructions to Bidders
5	IV	Qualification and Evaluation Criteria
6	V	Bidding Process
7	VI	Bid Specifications
8	VII	General Terms and Conditions of contract
9	VIII	Various Annexures
		Annexure '1'
		Annexure '2'
		Annexure '3'
		Annexure '4'
		Annexure '5'
		Annexure '6'
		Annexure '7'
		Annexure '8'
		Annexure '9'
10	IX	Check List

RSRTC

DEFINITIONS

S.no.	Defined Term	Meaning
1.	Acceptable Supply	The supply which got approved by inspection cell of RSRTC.
2.	ASRTU	Association of State Road Transport Undertaking
3.	Bid	A formal offer made by the Bidder in pursuance of the Invitation to Bid comprising of the Technical Bid and Financial Bid.
4.	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.
5.	Bid Document Fees	Fee payable by the Bidder through demand draft (DD) only, to purchase the Bid Document.
6.	Bid Processing Fees	Fee payable by the Bidder through demand draft (DD) only, for processing of the Bid Document.
7.	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.
8.	Bidder	Any firm participating in the Bidding Process.
9.	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.
10.	BOQ	Bill of Quantity
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.

RSRTC

SECTION I: IMPORTANT DATES

S. No.	Particulars	Date
1.	Bid Publish Date	[28.02.2022]
2.	Pre-Bid conference Date	[03.03.2022]
3.	Bid Submission Start Date	[04.03.2022]
4.	Bid Submission End Date	[24.03.2022]
5.	Date of opening of Technical Bid	[25.03.2022]

NOTE:

1. The Evaluation 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 Demand Draft (DD) of bid fee, processing fee and bid security is to be submitted to undersigned office before opening of technical bid.

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

RSRTC

SECTION II: INTRODUCTION AND SCOPE OF WORK

INTRODUCTION

Rajasthan State Road Transport Corporation has been established under the Road Transport Act 1950 on 1st October 1964 with the objective of providing economic, adequate, punctual and efficient services to the traveling public in the state. Currently, 4500 buses across 52 depots are plying more than 17 lacs kilometers and carrying more than 12 lac passengers per day.

RSRTC is committed to providing 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, AC Gandhi Rath, A.C., A.C. Sleeper and various models of Super Luxury Buses in its fleet for all categories of passengers.

SCOPE OF WORK

RSRTC invites Bid from the Bidders who can supply **REAR VIEW MIRROR** to RSRTC for repairing and maintenance of buses which are owned by organization as per the specifications mentioned in this bid documents at Section VI.

RSRTC

SECTION III: INSTRUCTIONS TO BIDDERS

The Law relating to procurement "RTPP Act 2012 & Rules 2013" under the said Act have come into force which are available on the website of State Public Procurement Portal https://sppp.rajasthan.gov.in. If there is any discrepancy between the provisions of the Act & 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.
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.

RSRTC

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. The language of the Bid/Purchase order/Contract as well as all correspondence and documents related to the Contract exchanged by the Supplier and the RSRTC shall be 'English' only. If the Bidder has submitted any documents in other than English language, then it will be the responsibility of the Bidder to submit required documents in translated version while submitting the Bid and the Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
18. **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.
19. 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** and **https://sppp.rajasthan.gov.in** portals. Corrigendum, if any issued by RSRTC shall form part of the Bid.
20. 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.
21. 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.
22. This Bid Document shall be governed and interpreted according to the **Laws of India**.
23. A Bidder who –
    a) Withdraws from the procurement process after opening of financial bids.
    b) Withdraws from the procurement process after being declared the successful bidder.
    c) Fails to enter into procurement contract after being declared the successful bidder.
    d) Fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

    Shall in addition to the resources available in the bidding documents of the contract, be punished with fine which may extend to fifty lakh rupees or 10 % of the assessed value of the procurement, whichever is less.

24. **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.
   (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.

25. **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 REAR VIEW MIRROR on a non-judicial stamp of Rs.500.00, within 15 days of issuance of LOI.
   (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/Purchase Order shall prevail.

26. **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.

27. **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 of a Scheduled Bank in India which should be issued by the Rajasthan based branch only 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 in other than 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.

RSRTC

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.

RSRTC

SECTION IV: 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	The bidder shall be manufacturer or their authorized dealer/distributor.	Documentary evidence regarding fulfilling the eligibility criteria.
2.	Turnover	Average Annual Turnover of last 3 (three) financial years (2020-21, 2019-20, 2018-19) should be more than the estimated value of purchase mentioned in NIT.	1.Audited and Certified Balance Sheet for the last three financial years (2020-21, 2019-20, 2018-19) should be enclosed. 2.Profit-Loss Account or Turnover certificate for the last three financial years (2020-21, 2019-20, 2018-19) duly certified by the CA should be enclosed.
3.	Quality Performance	Bidder whose **six** samples of this tendered group of items sent by RSRTC, have failed in testing at CIRT/ any approved lab during last 2 years from bid publishing date then the firm will be declared **non-responsive** in technical bid evaluation**.**	-
4.	Supply Performance	A bidder will be declared **non-responsive** in technical bid evaluation on the basis of supply position if:	-

RSRTC

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		a) Bidder is not supplying the tendered items satisfactorily to RSRTC in ongoing contract. b) In case there is no ongoing contract in RSRTC for tendered items, then in last successful contract of RSRTC for same items, bidder (being successful bidder) failed to supply the tendered items satisfactorily to RSRTC. **Note:** Criteria of Non-responsiveness on the basis of supply position will not be applicable on Chassis manufacturer, OEM firms and Govt. PSU's/Enterprises during technical bid evaluation.	
5.	General Requirement/ Legal Entity	The Bidder should be a firm/registered company under Indian Companies Act, 1956 or Indian Companies Act, 2013.Consortium or any other such entity will not be allowed.	For companies, Certificate of incorporation or Registration Certificate.
6.	Manufacturer Certificate	Proof/ certificate issued by Directorate of Industries / District Industries Centre/ NSIC/ Udhyog Aadhaar Memorandum (UAM) / Udhyam Registration/ State Govt. / Central Govt. for the manufacturing of items listed in the Bid Document	Necessary Certificates

RSRTC

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
7.	Tax Registration	The Bidder should have a registered number of: (i) GST (ii) Income Tax PAN	Copies of relevant Certificates of Registration.
8.	Black listing & Litigation	Bidder should not have been blacklisted by any State / Central Government Office / PSU / Agencies or any Autonomous bodies, Bankrupt/ insolvent by any bank.	An undertaking in this regard has to be submitted as per format enclosed in **Annexure 3**

EVALUATION CRITERIA

1. The lowest rates quoted in the BOQ for item for Supply Location i.e. RSRTC Central Store, Jaipur 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.

RSRTC

SECTION V:- 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 (http://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 firstly 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 raise the 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 online. 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 REAR VIEW MIRROR as per bid specifications to RSRTC.

RSRTC

FEE DOCUMENTS

Part I - The Fee Cover shall comprise the following:

Sr. No	Particulars
1.	Bid Document Fee Rs. 2000/- plus 18% GST extra in form of Demand Draft (DD) in favour of General Manager(S/P), RSRTC Jaipur.
2.	Bid Processing Fee Rs.500/- in form of Demand Draft (DD) in favour of Managing Director, RISL Jaipur.
3.	Bid Security Deposit(as per NIT) in form of Demand Draft (DD)/Bank Guarantee (BG) in favour of Financial Advisor, RSRTC Jaipur.

DOCUMENTS TO BE SUBMITTED FOR TECHNICAL BID

Part II - The Technical Bid shall comprise the following:

Sr. No	Particulars
1.	Technical Application as per format in **Annexure 1**.
2.	Each page of Bid terms and conditions duly filled and signed with stamp of concerning authority.
3.	Declaration by Bidder regarding Qualification (As per the format specified in **Annexure 2**).
4.	Manufacturer's authorization (in case of supply through dealer/distributor), if applicable. (As per the format specified in **Annexure 3**).
5.	Authority letter/power of attorney in favour of person who is signing the Bid. (As per the format specified in **Annexure 4**).
6.	Proof/ certificate issued by Directorate of Industries/District Industries Centre/ NSIC/ Udhyog Aadhaar registration (UAM)/Udhyam Registration/ State Govt./Central Govt. for the manufacturing of items listed in the Bid Document.
7.	The annual turnover/profit-loss account for last three financial years i.e. 2020-21, 2019-20, 2018-19.
8.	Latest audited Balance Sheet for last three financial years i.e. 2020-21, 2019-20, 2018-19.
9.	GST registration certificate and PAN card.
10.	Financial Parameter Sheet As per the format specified in **Annexure 6**

RSRTC

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 INR only for the supply location which is Central Store RSRTC, Jaipur.
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) however the delivery may be scheduled till 3(three) months from the last date of contract period.
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.

RSRTC

SECTION VI: **BID SPECIFICATIONS**

SPECIFICATION OF REAR VIEW MIRROR AS PER AIS:001/2001&AIS:002/2001

Item No	Nomenclature	Annual Required Qty. approx. in nos.	HSN Code	Your Company's Part No. (If any)
1	Heavy Duty Rear View Mirror (Convex Type)	5000 Nos.		
2	Main Rear View Mirror Assy With beading	3000 Nos.		

As per specification and dimension:

	For Item No. 1	**For Item. No. 2**
Length of Assy.	220mm	380 ± 10 mm
Width of Assy.	125mm	190 ± 5 mm
Length of Glass Sheet	215mm	370 ± 10 mm
Width of Glass Sheet	120mm	170 ± 5 mm
Thickness of Glass Sheet	1.91mm (Minimum)	2 mm(minimum)
Thickness of ABS Cover Plate	2.40mm (Minimum)	3mm(minimum)
Reflecting surface area	25800 sq. mm (Minimum)	61200sq. mm (Minimum)
Horizontal Angle Binocular Vision Rear	10degree (Minimum)	8 degree(Minimum)
Vertical Angle of Rear Vision	50 degree (Minimum)	45 degree(Minimum)
Projection from side of body	200mm (Maximum)	-

Mounting: Suitable mounting bracket shall be provided such that it is visible either from side window or through windscreen.

Adjustment: It shall be adjustable both in vertical and horizontal directions.

Magnification: The Mirror shall be preferable of unit magnification and there shall not be any direction of the image.

SECTION VII: GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **PERIOD OF CONTRACT:** Period of contract shall be of 1 (one) year from the issuance of LOA/LOI/ Purchase Order (whichever is earlier) however the delivery may be scheduled till 3 (three) months from the last date of contract period.

2. **PERFORMANCE SECURITY:**

(i) The Supplier/ Successful Bidder shall, within fifteen (15) days from the issuance of LOI/ purchase order, provide interest free performance security at 5% of the order value ("Performance Security") which shall be valid for 21 (Twenty one) months from the date of LOA/LOI/Purchase Order in the form of a demand draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India which should be issued by the Rajasthan based branch only. Bank guarantee issued from the branch of a bank operational in other than 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. 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 will be exempted from depositing Performance Security. However, Performance security declaration shall be submitted by them.

(ii) The Performance Security shall be forfeited and shall be payable as compensation to RSRTC for any of the events mentioned below:

(a) when the supplier/ successful Bidder fails to commence the supply of the goods or related services as per supply order within the time specified; or

(b) when supplier/ Successful Bidder fails to make complete supply of the goods or related services satisfactorily within the time specified; or

(c) when the supplier/ Successful Bidder fails to execute the LOI/PO or the Procurement Contract to the satisfaction of RSRTC; or

(d) when any terms and conditions of the LOI and subsequently of the Procurement Contract is breached; or

(e) to adjust any accepted dues against the supplier/ Successful Bidder from any other contract with RSRTC; or

(f) failure by the Successful Bidder to pay RSRTC any established dues under any other contract; or

(g) if the supplier/ Successful Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the RTPP Rules 2013.

(iii) Notice of 15 (fifteen) days' time will be given to the Successful Bidder in case of forfeiture of Performance Security and the decision of RSRTC in this regard shall be final.

3. **TERMS OF PAYMENT:** RSRTC shall make full payment to the supplier within 30 working days of receipt and acceptance of REAR VIEW MIRROR by RSRTC and subject to approval of the inspection at RSRTC premises. In case payment is delayed beyond 30 working days by RSRTC, no interest shall be paid on delayed payment.

RSRTC

4. **TAXES AND DUTIES:** For REAR VIEW MIRROR supplied, the supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted REAR VIEW MIRROR at the site to RSRTC.

5. **DELIVERY/ SUPPLY SCHEDULE:** The following shall be stipulated as the delivery schedule to be adhered by the supplier:
   (i) The supplier must supply the REAR VIEW MIRROR per the schedule given in the LOI/ Purchase Order or delivery schedule. The material so received will be taken into stock subject to approval of the material by the inspection cell of RSRTC. In case of rejection of REAR VIEW MIRROR due to any reason whatsoever, the supplier will be informed. The supplier on receipt of rejection report, shall have to provide acceptable replacement within 30 days positively.
   (ii) Delivery schedule may be given during the contract period i.e. one year from the issuance of LOA/LOI/ Purchase Order(whichever is earlier) however its delivery may be scheduled till 3 (three) months from the last date of contract period.
   (iii) The rejected material shall have to be lifted back within 45 days from the date of receipt of rejection report after providing acceptable replacement. In case material is not lifted by the supplier/ Successful Bidder within allotted time frame, RSRTC have right to dispose of the material after six months.
   (iv) If the supplier/successful bidder has any pre-existing issue/ conflict with RSRTC, the same should not affect the supply of REAR VIEW MIRROR as against the current Bid, due to the essential nature of services being provided .by RSRTC.
   (v) In case of delay in payment by RSRTC for a reasonable cause, the supplier is not supposed to affect the supply of REAR VIEW MIRROR.

6. **SAMPLES, INSPECTIONS AND TESTS:** The following is relevant in terms of inspections and tests to be carried out by RSRTC:
   (i) The authorized representative of RSRTC shall at all reasonable times have access to the supplier's/ Successful Bidder's premises and the power to inspect and examine the materials during manufacturing process or afterwards, if needed.
   (ii) Initial acceptance of the REAR VIEW MIRROR will be subject to inspection of such goods by RSRTC as per specification mentioned in the purchase order/ LOI/ Procurement Contract. In case of rejection of material by the inspection department of RSRTC, the acceptable replacement is to be provided by the Successful Bidder within 30 days positively after receipt of rejection report.
   (iii) The items whose two consecutive samples failed in testing at CIRT/any approved lab during a contract period, then the procurement of that item will be stopped from that particular firm and RSRTC may procure that particular item on Risk Purchase Clause of tender.

RSRTC

7. **LIQUIDATED DAMAGES**:-Supplier is supposed to supply the material as per the delivery schedule given in the order or even amended later. In case of delay in supplying the goods, the penalty @1% per fortnight of value 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 + GST Extra. The completion of supplies/lead time given for the supply will be counted w.e.f. the date of receipt of material at our Central Store not from the date of billing/dispatches.

8. **PACKAGING:**

(i) The supplier/ Successful Bidder shall provide such packing of the REAR VIEW MIRROR as is required to prevent their damage or deterioration during transit or transport by sea, rail, road or air to destination, as indicated in the purchase order/ LOI/ Procurement Contract.

(ii) In the event of any loss, damage, breakage or leakage or any shortage, the supplier/ Successful Bidder shall be liable to make good such loss and shortage found at the point of checking/inspection of the materials by RSRTC at no extra cost on such account.

9. **INSURANCE:** The supplier/ Successful Bidder shall at its own cost, take insurance from a reputed insurer in relation to insuring the REAR VIEW MIRROR to provide adequate safeguard against any transit damage/loss. In case, the REAR VIEW MIRROR are not insured, the supplier/ Successful Bidder will have to make good the loss sustained by RSRTC, if any.

10. **TRANSPORTATION:** The REAR VIEW MIRROR shall be supplied for supply location which is Central stores RSRTC Jaipur. All transportation charges, loading/unloading charges, local taxes etc. shall be borne by the supplier/ Successful Bidder. No other charges will be paid to supplier/ Successful Bidder except quoted in BOQ.

11. **RISK PURCHASE CLAUSE:** In case acceptable supplies are not made by the supplier/ Successful Bidder as per the delivery schedule or revised (if any), prescribed in the purchase order/ LOI/Procurement Contract, RSRTC reserves the right to purchase material 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.

12. **GUARANTEE/ WARRANTY:**

(i) The supplier/ Successful Bidder warrants that the REAR VIEW MIRROR shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use.

13. **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.

14. **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.

15. RSRTC reserves the right to recover liquidity damages, risk purchase amount, sample failure recovery or any other pending liabilities of the bidder/ successful bidder from any of the pending dues with RSRTC.

16. **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 (i) 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.

(ii) Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to RSRTC forthwith.

(iii) 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.

(iv) 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.

17. **GOVERNING LAW:** This Bid Document shall be governed by and interpreted in accordance with the **laws of India**.

18. **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.

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

(i) 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.

(ii) The Financial Bid or its contents thereof are found in the Technical Bid.

(iii) Incomplete or erroneous Bid has been submitted.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

20. **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 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.

21. **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.

22. 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.

RSRTC

23 . Additional Conditions of Contract

(1) Compliance with the code of integrity and No conflict of interest

Code of integrity

(1) All the officers or employees of the procuring entity shall-

(a) maintain an unimpeachable standard of integrity both inside and outside their office;

(b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions;

(c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;

(d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;

(e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;

(f) not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;

(g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;

(h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;

(i) provide all bidders identical information at the same time, during the bidding process;

(j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process;

(k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders;

(l) protect the interests of the procuring entity under all circumstances while dealing with information and information sources;

(m) maintain confidentially of all bids;

(n) ensure that the selection of bidder is as per the bidding documents and is not influenced by personal reasons attributable to concerned officials in any manner; and

(o) disclose conflict of interest, if any.

(2) 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.-
(1) A conflict of interest for procuring entity or its personnel and bidders 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.
(2) The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following:-
(a) A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial
assets, interfere or appear to interfere with the proper performance of its professional
functions or obligations as a procurement official.
(b) Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
(c) A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favour.
(d) A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from procuring entity's personnel's actions or decisions.
(3) A Bidder may be considered to be in conflict of interest with one or

RSRTC

more parties in a bidding process if, including but not limited to:-

(a) they have controlling partners in common;

(b) they receive or have received any direct or indirect subsidy from any of them;

(c) they have the same legal representative for purposes of the bid;

(d) they 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;

(e) A bidder participates in more than one bid in the same bidding process. 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) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

(2) Grievance handling procedure during procurement:

(A) The Designation and Address of First Appellate Authority is **Executive Director (Engg.)** Head Office, RSRTC, Parivahan Marg, Chomu House, Jaipur

(B) The Designation and Address of Second Appellate Authority is **Managing Director** Head Office, RSRTC, Parivahan Marg, Chomu House, Jaipur.

(i) 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.

(ii) 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.

RSRTC

(iii) 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.

(iv) 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.

(v) 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.

(vi) Fee for filing appeal

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

(vii) 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.

RSRTC

(d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

(3) 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.

(4) 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 REAR VIEW MIRROR 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.

RSRTC

(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.

24. MISCELLANEOUS TERMS AND CONDITIONS FOR SUPPLY

1. The following are some other relevant terms and conditions in relation to the supply of REAR VIEW MIRROR by the Bidder:

(i) RSRTC reserves the right for interpretation of any Bid/contract condition in its own benefit.

(ii) RSRTC reserves the right to accept or reject any/all quotations and to order any of the item/s in any quantity without assigning any reasons whatsoever and is not bound to accept the lowest rate quoted by a Bidder.

(iii) The Successful Bidder shall be required to execute the Procurement Contract as per the timeline specified within this Bid Document;

(iv) The Successful Bidder shall indemnify RSRTC against all claims, actions, suits, proceedings, demands, costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any REAR VIEW MIRROR supplied by the Successful Bidder.

RSRTC

SECTION VIII: **VARIOUS ANNEXURES**

ANNEXURE 1

TECHNICAL BID APPLICATION

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

Sub: Purchase of [•] **Ref: [•]**

a) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bid Document and offer to supply in accordance with the specifications,
b) We have examined and have no reservations to the Bid Document,
c) Our Bid shall be valid for a period of 90 days from the technical Bid opening date 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, for the due performance of the purchase order/contract;
e) Our firm, including any subcontractors or suppliers for any part of the purchase order /contract, have nationality of India,
f) We are not participating, as Bidder in more than one Bid for supply of the subject REAR VIEW MIRROR 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 has not been debarred by the State Government or RSRTC for any part of the Contract.
i) We understand that this 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 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 Bid 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:_____
PAN No. of the Bidder _____ ROC No. of the Bidder
_____ Duly authorized to sign the Bid for and on behalf
of(Firm'sName_____CompleteAddress_____
_____ Telephone/Mob
No._____ E-mail:_____We wish to apply.

ANNEXURE 2
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 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 RTPP 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 RTPP 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 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 3

MANUFACTURER'S AUTHORIZATION (IN CASE OF SUPPLY THROUGH AUTHORIZED DISTRIBUTOR, DEALER & SOLE SELLING AGENT)

Manufacturer's Authorization
(To be given on the letter head of the Manufacturer)

Date: _____
NIB No.: _____
To: _____
WHEREAS
We, who are official manufacturers of _____ having factories at _____ do hereby authorized to M/s----------(authorized distributor, dealer & sole selling agent) for supply the following REAR VIEW MIRROR, manufactured by us._____

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

Name: _____
In the capacity of: _____
Signed: _____
(on behalf of Manufacturer):
_____
Manufacturer' seal: _____
Tel: _____ Fax: _____ e-mail: _____

RSRTC

ANNEXURE 4

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

Date:

I/We the manufacturers of _____ authorize Mr./Mrs. _____ our representative to sign the Bid Document of Procurement Process 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 authorized signatory)

_____

(Name & Signature on behalf of Manufacturer with seal)

RSRTC

ANNEXURE 5

FORM No. 1
[See rule 83]

Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
Appeal No ……of ……
Before the …… (First / Second Appellate Authority)

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

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

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

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
……
……
……..... (Supported by an affidavit)

7. Prayer:
……
……
Place …….
Date ……
Appellant's Signature

RSRTC

ANNEXURE 6

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	Central Store, Near T B Sanatorium Jhotwara Road RSRTC, Jaipur 302016
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. Its delivery may be scheduled till 3 months from the last date of contract period.
8	Bank Account Details for Payment	
a.	Name of the firm	
b.	Bank Name and Branch	
c.	Bank Account No.	
d.	IFSC Code	
e.	GST No.	
f.	PAN for TDS	

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

RSRTC

ANNEXURE 7

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

Form of Bid Security

……[insert Bank's Name, and Address of Issuing Branch or Office]
……..[E-mail address of Issuing Branch and contact number]
Beneficiary: [insert Name and Address of Procuring Entity]
Date: [insert date]
BID GUARANTEE No.: [insert number]

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

(a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in NIB or

(b) having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,

(i) failed or refused to execute the Contract Agreement within the time period specified in the NIB, or

(ii) failed or refused to furnish the performance security, in accordance with GCC within the time period, or

(c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

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

(i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or

(ii) thirty days after the expiration of the validity of the Bidder's bid. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. Signed: _____

[insert signature of person whose name and capacity are shown]
Name: _____
[insert complete name of person signing the Bid Security]
In the capacity of: _____
[insert legal capacity of person signing the Bid Security]
Duly authorized to sign the Bid Security for and on behalf of
[insert name of the Bank]
Dated on day of, **[insert date of signing]** Bank's Seal _____ [**affix seal of the Bank]**

ANNEXURE 8

Format of Bank Guarantee for 5% Performance Security

Performance Security

(to be given by a Scheduled Bank in India)

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

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

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

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

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

Seal of Bank and Authorized Signature(s)

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

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

Notes:

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

ANNEXURE 9

Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a. The Procuring Entity's Notification to the Supplier of Award of Contract;
   b. The technical bid application and the Price Schedules including negotiated Price, if any, submitted by the Supplier;
   c. The General Conditions of Contract;
   d. The Schedule of Supply;
   e. Instructions to Bidders;
   f. The Notice Inviting Bids;
   g. The term & condition of the bid/agreement will be part & parcel of the contract.

   In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.
3. The Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

Signed by: _____
(for the Supplier)
Name _____
Designation _____
Address _____

Witness 1
Witness 2

Signed by: _____
(for the Procuring Entity)
(On behalf of Rajasthan State Road Transport Corporation)
Name :- _____
Designation:- General Manager(S/P)
Central Store, RSRTC, Near T.B.Sanatorium
Jhotwara Road, Jaipur-302016

Witness 1
Witness 2

RSRTC

SECTION IX:

CHECK LIST

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

On the top of envelope containing bid, please write as:
(i) Tender ID
(ii)Name of Tendered Item
(iii)Bidder Name
(iv)Last date of Bid Submission

MANDATORY DOCUMENTS TO BE SUBMITTED

(A) Fees

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

NECESSARY DOCUMENTS TO BE SUBMITTED

(B) Technical Bid (only soft copy)

(i.) Technical Application as per format in **Annexure 1**.
(ii.) Each page of Bid terms and conditions duly filled & signed with stamp of concerning authority.
(iii.) Authority letter/power of attorney regarding signing the bid in favour of the person. (As on Annexure '4')
(iv.) Financial Parameter Sheet(As on Annexure '6')
(v.) Manufacturer's Certificate.
(vi.) Certificate of incorporation or Registration Certificate as per Indian Companies Act 1956 or Indian Companies Act, 2013.
(vii) The annual turnover / profit & loss account for last three years i.e.2018-19, 2019-20 and 2020-21
(viii) Latest audited Balance Sheet for last three years i.e.2018-19, 2019-20 and 2020-21
(ix) GST registration certificate and PAN card.
(x) Declaration by Bidder regarding Qualification (As on Annexure '2').
(xi) Manufacturer authorization (in case of supply through dealer), if applicable. (As on Annexure '3').

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. Don't upload unnecessary documents.

RSRTC