



NOTICE INVITING BID

	<b>RAJASTHAN STATE ROAD TRANSPORT CORPORATION</b> <b>OFFICE OF THE GENERAL MANAGER (B/B) HEAD OFFICE, JAIPUR</b> TEL No. 0141-2374672 Email:-rsrtc.edeng@gmail.com
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NIB NO. RSRTC/ED(Engg.)/Bus Body/2024-25/658 Date: 16.12.24

FOR SUPPLY OF DIESEL BS-VI SUPER LUXURY FULLY BUILT A.C. 2X2 BUS with AMC

S. No	Item Description	Eligibility of firms	Estimated Quantity	Estimated value of bid. Rs. (in Lakh)	Cost of Bid Documents (not refundable) Rs.	Bid Processing Fee (not refundable) 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 DIESEL BS-VI SUPER LUXURY FULLY BUILT A.C. 2X2 BUS with AMC	Fully built Bus Manufacturer firms & detailed eligibility as per section VI of this bid documents	12	3600.00	59000/-	2500/-	72.00	24.12.2024 13.00 Hrs
								20.01.2025 17.00 Hrs
								22.01.2025 11.00 Hrs

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](mailto:support-eproc@nic.in)

NOTE:-

- 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>.
- 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>
- Conditional / incomplete bid will be rejected.
- 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



**BID DOCUMENTS FOR SUPERLUXURY AC BUSES**

- 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 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 **one day before the day of opening of technical bid upto 05.00 PM.** 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 to increase or decrease the estimated quantity of the fully built buses to be supplied.
  8. RSRTC reserves the right for verification of any information/ documents furnished by the bidder in the interest of the corporation.
  9. 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 Scheduled bank) 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.
  10. Before electronically submitting the bid it should be ensured that all the documents including conditions of contract are digitally signed by the bidder.
  11. 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.
  12. 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 hour 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.

**GENERAL MANAGER (B/B)**



**GENERAL MANAGER (B/B)**

**RAJASTHAN STATE ROAD TRANSPORT CORPORATION,  
HEAD – OFFICE, PARIVAHAN MARG,  
JAIPUR – 302 001  
TELEPHONE NO. 0141 – 2374672  
Email- rsrtc.edeng@gmail.com**

**BID DOCUMENTS FOR SUPPLY OF DIESEL BS-VI SUPER LUXURY  
FULLY BUILT A.C. 2X2 BUS  
&  
Comprehensive Annual Maintenance Contract (AMC)  
FOR  
2024-25  
OPEN COMPETITIVE 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
26.	AMC	Annual Maintenance Contract
27.	OE/OEM	Original Equipment/ Original Equipment Manufacturer
28.	FDSS/FAPS	Fire Detection and Suppression System/Fire Alarm and Protection System
29.	NPV	Net Present Value



**SECTION II: IMPORTANT DATES AND TIMELINE**

<b>S. No.</b>	<b>Particulars</b>	<b>Date</b>
1.	Bid Publish Date	17.12.2024
2.	Pre-Bid conference Date & Time	24.12.2024, 13.00 Hrs
3.	Bid Submission Start Date	30.12.2024, 17.00 Hrs
4.	Bid Submission End Date	20.01.2025, 17.00 Hrs
5.	Date and time of opening of Technical Bid	22.01.2025, 11.00 Hrs

**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 **one day before the day of opening of technical bid upto 05.00 PM.**

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



SECTION- III NOTICE INVITING BID

	<p><b>RAJASTHAN STATE ROAD TRANSPORT CORPORATION</b> <b>OFFICE OF THE GENERAL MANAGER (B/B) HEAD OFFICE,</b> <b>JAIPUR</b></p> <p>TEL No. 0141-2374672</p> <p>Email:-rsrtc.edeng@gmail.com</p>
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NIB NO. RSRTC/ED(Engg.)/Bus Body/2024-25/

Date:

**E-NOTICE INVITING BID BIS**

**FOR SUPPLY OF DIESEL BS-VI SUPER LUXURY FULLY BUILT A.C. 2X2 BUS with AMC**

S. No	Item Description	Eligibility of firms	Estimated Quantity	Estimated value of bid. Rs. (in Lakh)	Cost of Bid Documents (not refundable) Rs.	Bid Processing Fee (not refundable) Rs.	Bid Security for financial bid. Rs. (in Lakh)	Pre-bid meeting date
								Last date of bid submission
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1	<b>SUPPLY OF DIESEL BS-VI SUPER LUXURY FULLY BUILT A.C. 2X2 BUS with AMC</b>	Fully built Bus Manufacturer firms & detailed eligibility as per section VI of this bid documents	<b>12</b>	<b>3600.00</b>	59000/-	2500/-	72.00	24.12.2024 13.00 Hrs
								20.01.2025 17.00 Hrs
								22.01.2025 11.00 Hrs

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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.



*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

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 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 **one day before the day of opening of technical bid upto 05.00 PM**. 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 to increase or decrease the estimated quantity of the fully built buses to be supplied.
8. RSRTC reserves the right for verification of any information/ documents furnished by the bidder in the interest of the corporation.
9. 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 Scheduled bank) 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.
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11. 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.
12. 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.

**GENERAL MANAGER (B/B)**





**SECTION IV: INTRODUCTION & SCOPE OF WORK**

Rajasthan State Road Transport Corporation has been established on 1<sup>st</sup> 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 3700 buses across 52 depots are plying approx. 13 lacs kilometers and carrying approx. 7.5 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 fully built bus manufacturers, who are interested to **SUPPLY OF DIESEL BS-VI SUPER LUXURY FULLY BUILT A.C. 2X2 BUS** & Comprehensive Annual Maintenance Contract (AMC) 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 open competitive bid system i.e. Technical Bid and Financial Bid. Both the Bids (Technical and Financial) have to be prepared and submitted only online 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 e-proc 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 at any stage.
10. RSRTC reserves the right to increase or decrease the estimated quantity of the fully built buses at any stage.
11. 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.
12. Bids containing deviations from Bid Document, terms and other requirements (i.e. conditional bids) are liable to be rejected.
13. This Bid Document incorporates all the general instructions, standard terms and conditions of contract, all annexure, schedule of rates (BOQ), Bid-fees, bid security and other correspondence related to this Bidding process.
14. The Bidders are requested to read all instructions, forms, terms and conditions, specifications and other information mentioned in the bid documents carefully.



15. 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.
16. 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.
17. Every term shall be mentioned in proper detail and shall be no ambiguity in term in the Bidder's response to the Bid.
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>, <https://sppp.rajasthan.gov.in> <https://transport.rajasthan.gov.in/rsrtc> 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 Stamp & 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. **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.
24. **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 bus 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.

25. **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.

**26. 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 branch of Scheduled Bank and must be valid till at-least 120 days from the last date of bid submission. 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.
27. **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**.
28. **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.

<b>Sr. No.</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
1.	Eligibility	Bidder must be fully built bus manufacturer who has latest type approval certificate as per CMVR for the offered bus in the bid from any of the authorized testing agencies listed under Rule 126 of Central Motor vehicle Rules.	Bidder must provide type approval certificate of the bus of offered model as per bus body code of Type III 2x2 Layout.
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 100 nos. of fully built buses based on diesel fuel to various STU's in India during last 05 years.	Stamp and signed copies of Purchase orders
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/debarred by any State / Central Government Office / PSU / STU/ Agencies or any Autonomous bodies during last three financial years i.e. 2021-22, 2022-23,2023-24 and current financial year	An undertaking in this regard has to be submitted as per <b>Annexure- 3</b>
6.	Turnover	The average annual turnover of the bidder, from vehicle manufacturing during last three financial year (i.e. 2021-22, 2022-23, 2023-24) shall be 33.33% and above of the estimated cost of fully built bus to be supplied mentioned as in NIB.	1.Audited and Certified Balance Sheet for the last three financial years (2021-22, 2022-23, 2023-24) should be enclosed. 2.Profit-Loss Account or Turnover certificate for the last three financial years (2021-22, 2022-23, 2023-24) duly certified by the CA should be enclosed.

**EVALUATION CRITERIA**

The lowest price quoted (Net price per bus + NPV @ 10% per annual of Total AMC cost upto 15.00 lakh KMs per bus) in the BOQ (bill of quantity), shall be the criteria for evaluation.

Here, NPV will be calculated as follows:-

$$NPV = Rt / (1+i)^t - C,$$

- R : is the net cash flow at the time t
- t : is the time of cash flow on the basis of operation of 500 KM per day
- i : is the discount rate i.e. 10%
- C : is the initial investment



## SECTION VII :- BIDDING PROCESS

1. This Bid is invited in open competitive bid system i.e. Technical Bid and Financial Bid. Both the Bids (Technical and Financial) have to be prepared and submitted online by the Bidders through e-procurement portal (<https://eproc.rajasthan.gov.in>) only.
2. **All the technical bid documents along-with copy of all fees (bid documents fee, bid processing fee & bid security) shall 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) Bid 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 fully built 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 72,00,000/- (Rupees Seventy Two Lakhs only) in the shape of demand draft/Bank Guarantee payable to <b>FA RSRTC</b> , Jaipur (In case of BG it should be issued from branch of Scheduled bank).(Annexure-8)

### 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 <b>Annexure-6</b> )
3.	Financial Parameter Sheet.(Annexure-7)
4.	Type approval certificate for the fully built bus 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 100 nos. of fully built buses by the bidder to various STU's in India in last 5 years. ( <b>Annexure-11</b> )
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.	All Details and specifications of the actual offered fully built bus to RSRTC by the firm.
8.	Details of supply of same bus to other STU's if any. (No. of buses , 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.	Technical bid application.(Annexure-1)
12.	Self declaration certificate.(Annexure-12)
13.	Financial Turnover proof. ( <b>Annexure-13</b> )



**DOCUMENTS TO BE SUBMITTED FOR FINANCIAL BID**

**Part III- The Financial Bid shall comprise the following:**

<b>Sr. No</b>	<b>Particulars</b>
<b>1.</b>	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 Period of contract shall be applicable till warranty period however The time period for repetitive order (supply of fully built bus ) shall be six months from the date of opening of technical bid
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 fully built bus 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 fully built bus 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 of Super luxury fully built AC 2x2 buses

S. No	PARAMETER	SPECIFICATIONS.
1	Engine.	1. Minimum Power $\geq$ 290 HP
		2.Engine Location – Rear
		3. Preferably be fitted (equipped) with the Common rail technology or unit injection or other latest technology
		4.Electronically controlled with Engine Management System
		5.Confirming to BS VI Norms
2	GVW (gross vehicle weight)	18000 kg
3	Transmission	Automated/Manual Transmission (minimum six forward & one reverse) with hydraulic retarder.
4	Suspension	1. Full Air Suspension system - electronically assisted/controlled
		2. Two bellows in front & four in rear
		3. Hydraulic shock absorbers
		4.Inbuilt lifting mechanism, i.e. kneeling
5	Brakes	1.All wheels must be equipped with Disc Brakes
		2.ABS should be inbuilt in the braking system.
		3. To be fitted with the parking brake system.
		4.With the Electronically assisted brakes (EBS).
6	Tyres	Tubeless Radial Tyres - 6+1(spare wheel) 295/80-R-22.5,16PR or higher,
7	Fuel Tank	Min 500 ltrs capacity.
8	Battery	2x12V min.165Ah. Battery should be at safe location as per CMVR/AIS052 Standards.
9	Key Dimensions	1. Overall length –min 12000mm.
		2Overall width- as per CMVR & AIS 052/AIS 153
		3. Overall Height – as per CMVR & AIS 052/AIS153
		4. Minimum Gangway width as per norms of bus body code
10	HVAC System	1. Capacity : Minimum 40 KW Approved AC system, with Heating.
		2. Electronics & Control - Advance durable electronic System
		3. Unit Packaging &Size : Offset AC, Compact design with high grade FRP panels
11	Passenger Seats	1. No of seats: Minimum 43 / As per Bus body code
		2. Seat layout - (2x2) as per AIS 153
		3. Seat type – reclining pushback seats with adjustable foot rest, Bottle holder, Magazine Pouch, coat hanger and USB charging sockets for each seat
		4. Reading light - Reading lights with on/off switch for each seat.
		5. Air vent - Air flow adjustable (control for each seat)/ AC louvers and speakers
		6. Hatrack- Hi end, with Rexene finish
		7. Hatrack inner material- Carpet



*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

12	Bus Body structure	1. Galvanized Tubular structure - Semi Integral construction with Galvanized Tubular structure meeting Rollover Requirement
		2. AC duct - Galvanized Tubular with GI running duct.
		3. Under Body corrosive treatment- under body painting
13	Interior Panels	1. Inner roof panel at gangway - Roof Fabric/ ABS Panels
		2. Side panels - Formed ABS panels
14	FRP	1. Front FRP- min. 2.9mm composite glass FRP, with front open able corner bumper and hatch
		2. Rear FRP- min. 2.9mm composite glass FRP, with split corner bumper and rear engine hatch
15	Doors	1. Driver Door - GI Fabricated hinged full door with sliding glass window, heavy duty locks and ABS finish.
		2. Passenger Door - GI Fabricated pneumatically operated inswing door with emergency door opening valves, with Sliding glass window, lock and ABS finish.
		3. Emergency Door- GI fabricated hinged type half door mounted R.H. side behind rear axle with collapsible foot steps.
16	Glasses	1. Front Windshield: min. 7mm thick Laminated single front wind shield. Front wind shield should not crack automatically.
		2. Rear Windshield: min. 5mm thick toughened glass
		3. Side window glasses : min. 5mm thick Toughened Single Glass as per CMVR
		4. Saloon mirror: to be provided in center
		5. Multi speed wiper system
17	Luggage	1. Space available- min. 11 m <sup>3</sup>
		2. Luggage Hatches: 06 nos. 2.5 mm Thick Aluminum Hatches
		3. Luggage Floor: min. 12mm BWP / BWR Chequered Ply with min. 1.0mm Aluminum Chequered sheet
		4. Service hatches- Radiator hatch, toolbox hatch and compressor hatch
18	Driver Cabin	1. Dashboard - Ergonomically designed dashboard with ABS surface accommodating instrument cluster, service lid
		2. Controls / Switches - Ergonomically placed for convenient accessibility during Driving.
		3. Driver seats make and adjustments: Ergonomically designed pneumatic suspended seat. Hi end seat with integrated 3-point seatbelt
		4. Co-Driver seat - Spring loaded, self-retracting foldable seat with 3-point seatbelt
		5. First aid box – at suitable place
		6. Bottle and magazine holder on driver door also.
		7. Sun visor-full length retractable type on front windshield area
		8. Partition wall and material- half partition finished with ABS
		9. Led Destination Board as per bus body code.



*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

		10. A three pin socket is to be provided at convenient place.
19	Saloon	<ol style="list-style-type: none"><li>1. min. 16mm 0.8 density BWP / BWR marine FR grade plywood for floor, min. 25mm 0.8 density BWP/ BWR marine FR grade plywood for rear bench</li><li>2. Rear header- ABS header with rear corner finishers</li><li>3. Roof- ACP/ABS</li><li>4. Vinyl – min 1.5mm thick Antiskid FR grade Vinyl</li><li>5. Body insulation- FR grade thermocol for sides and roof, Glasswool+ ceramic+ PU insulation for rear engine compartment</li><li>6. Digital clock- 01 no. Digital clock at passenger saloon area</li><li>7. Curtains- FR grade curtains, color should be as required by RSRTC.</li><li>8. Window finishers – horizontal finisher PVC black and vertical Rexene finish</li></ol>
20	Lighting & electrical	<ol style="list-style-type: none"><li>1. LED light one above driver and one above passenger steps in driver cabin.</li><li>2. Full length running light on hatrack with night lamps in saloon.</li><li>3. Headlamp high beam with position lamp, additional high beam, head lamp low beam and front direction indicator on front face- bezel lamps</li><li>4. Two top marker lamps on front and rear each. Two fog lamps on front bumper and two reflector with fog lamps in rear.</li><li>5. Position, Stop, Indicator, Reverse and Number plate lamps each two in rear.</li><li>6. Direction indicator, side markers and reflector on both sides.</li></ol>
21	Service hatch	<ol style="list-style-type: none"><li>1. Suitable battery box to facilitate easy maintenance</li><li>2. Toolbox provision made in baggage /luggage compartment</li></ol>
22	Entertainment & Driver assistance system	<ol style="list-style-type: none"><li>1. Music system &amp; speakers of 24V Audio visual unit, Inverter min. 350W, Amplifier &amp; PA System provided on hatrack. Entertainment &amp; driver assistance system should be as per bus body code.</li><li>2. Reverse camera – min. 7" TFT monitor with rear view camera</li></ol>
23	Safety	<ol style="list-style-type: none"><li>1. Glass braking Hammers - Hammers on each side window pillar</li><li>2. Glass braking long hammers - 2 long hammers in driver cabin</li><li>3. Fire extinguishers - 2 fire extinguishers of 6kg each of ABC type, 1 in driver Cabin and 1 in near to middle emergency door and should be as per bus body code</li><li>4. Emergency decals - Self illuminating safety information Decals inside and outside of the bus</li><li>5. Door Emergency Switch (Passenger door) - 1 on interior area of passenger door and 2 outside passenger door</li><li>6. Emergency hooter - 1 hooter mounted in saloon, with Emergency button on dashboard</li><li>7. Roof Escape Hatches / Ventilation - 02 nos., conveniently positioned one at front and one at rear</li><li>8. Tow hook - Front fabricated tow hook arrangement.</li><li>9. Conform to other safety norms applicable for type III buses, FDSS/FAPS etc.</li><li>10. The fully built bus should be compatible to provide/ incorporate provisions as mentioned in AIS:140 Like panic button, VTS (vehicle tracking system) etc., however VTS, Panic button shall be provided by RSRTC.</li></ol>
24	Others	<ol style="list-style-type: none"><li>1. One ladder with each bus for cleaning the front glass</li><li>2. All necessary tools and accessories</li></ol>



25	Certifications	Model offered should comply with-
		CMVR Requirements – Rule 126 of CMVR
		strength of super structure as per prevailing AIS
		flammability requirements as per IS 15061: 2002

26.	Colour, Graphics, logo and stickers	<ul style="list-style-type: none"><li>➤ Colour scheme will be finalized by RSRTC.</li><li>➤ All Logos /Sticker/Slogans/ Seat No. etc shall be written as directed by RSRTC.</li><li>➤ Provisions for differently abled passengers shall be made as per bus body code.</li><li>➤ Reflectors should be as per CMVR norms.</li><li>➤ Any changes / provisions may be made in bus body at any stage as per requirement of RSRTC.</li><li>➤ "RSRTC" logo on both side panels.</li><li>➤ "RSRTC" to be written below front wind screen glass.</li><li>➤ <u>Slogans</u></li></ul> <ol style="list-style-type: none"><li>1. फर्स्ट एड बॉक्स, सुझाव पुस्तिका चालक केबिन में उपलब्ध है। –शिकायत एवं सुझाव के लिये टॉल फ्री न.18002000103 – दूरभाष नियन्त्रण कक्ष मुख्यालय, जयपुर . फोन. 9549456745 – मुख्य प्रबन्धक न. .... – प्रबन्धक(संचालन) न..... – प्रबन्धक(यातायात) न.....</li><li>2. धूम्रपान वर्जित है।</li><li>3. संकट द्वार</li><li>4. "यात्री किसी अनजान व्यक्ति से कोई वस्तु न लें"</li><li>5. "यात्री कोई संदिग्ध / लावारिस वस्तु को न छुये व उसकी सूचना तुरन्त चालक अथवा परिचालक को दें"</li><li>6. ई-टिकटिंग के माध्यम से टिकट प्राप्त करने हेतु निगम की website:</li><li>7. <a href="http://www.rsrtcsonline.rajasthan.gov.in">www.rsrtcsonline.rajasthan.gov.in</a> पर लोग ऑन करें।</li><li>8. यात्री यात्रा करने से पूर्व बुकिंग या परिचालक से उपयुक्त टिकट प्राप्त कर यात्रा करें। बिना टिकट यात्रा करने पर.....</li><li>9. निगम की बसें राष्ट्रीय धरोहर हैं। इनकी सुरक्षा करना हमारा कर्तव्य है।</li><li>10."बस रूकने पर सावधानी से, आगे मुँह करके उतरें"।</li><li>11. <u>ध्यान दें:-</u> दुर्घटना रहित बस संचालन एवं डीजल बचत पर</li><li>12. "आपकी यात्रा मंगलमय हो"</li></ol>
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*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

		13. विधायक/सांसद सीट 14. महिला सीट 15. दिव्यांग सीट	→
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**Note:-**

1. RSRTC has given bus body Specifications only for references however the Bus body fabrication may be as per OE design with latest / prevailing bus body code and CMVR. If there is any discrepancy between the specifications given and bus body code, the bus body code shall prevail.
2. Bidder may also visit RSRTC depots for reference of same type of bus for more clarification/design.
3. Seat Nos for Differentially abled person, Ladies seat with pink colour/seat cover, MP/MLA , senior citizens etc shall be confirmed by traffic section of RSRTC.
4. Incorporating the above broad specifications, fully built bus 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 fully built buses.

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





**SECTION IX : GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**1. PERIOD OF CONTRACT:**

The Period of contract shall be applicable till warranty period however The time period for repetitive order (supply of fully built bus) shall be Six month from the date of opening of technical bid

**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 fully built bus in the form of Bank Draft or Banker Cheque or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled bank (**Annexure “9”**) 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 fully built bus. In case where warranty is not completed of the any fully built bus 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.



- h. The RSRTC shall have the right to forfeit the amount of security, if the work of the supplier is not found to be satisfactory or the supplier commits any default in performance of this purchase order or violates the terms & conditions of this agreement. The amount of security/Bank Guarantee would be released by the RSRTC only after satisfactory completion of the supplies and expiry of the warranty 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 the fully built buses within 30 working days of RSRTC.

If payments are not made even in 30 working days, then no interest will be paid by RSRTC. As RSRTC will not avail any free service so bidder has to quote their best price in BOQ.

**5. Taxes and Duties**

For the fully built buses supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the fully built buses 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 fully built buses as per Delivery Schedule i.e. 120 days from the date of Purchase Order or amended later.
- ii. The fully built buses so received will be taken into stock subject to approval of the buses by Inspection team. In case of rejection of buses/ assembly/ part of the buses, 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:

RSRTC representatives may inspect the fully built bus even during the fabrication. The bus supplier shall offer the fully built buses for pre-delivery inspection at the time of delivery at deluxe depot Jaipur of RSRTC. The buses shall be inspected by authorized representative of Corporation, which consist a higher level committee of technical officers and after approval of PDI of the buses, delivery will be taken by the Corporation.



8. **INSURANCE:** The fully built buses should be insured to safeguard against any transit damage/loss. In case, the bus is not insured, the supplier will have to make good to the loss sustained by the corporation, if any.
9. **TRANSPORTATION:** The buses 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 fully built buses as per the delivery schedule or revised (if any), prescribed in the purchase order/ LOI/Procurement Contract, RSRTC reserves the right to purchase buses 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. **WARRANTY :**
  - i. The fully built buses offered shall be covered under unconditional warranty (mechanical and body) of 1 years from the date of registration of the bus whichever is later with repair/ replacement. As a special case, supplier should have to agree to extend warranty of Front Wind Shield (FWS glass) for the period of 3 year from the date of Registration, if FWS glass cracks/breaks due to manufacturing /fabrication defect (without any external hit) the supplier have to replace the glass at free of cost.
  - ii. The warranty will be single window warranty. RSRTC will deal with fully built bus supplier only.
  - iii. Supplier shall give undertaking about the fully built buses supplied under this contract are new, unused of most recent model and have incorporated all recent amendments in the CMVR/AIS.(Annexure-12)
  - iv. The fully built buses should not be old more than 6 months from the date of delivery.
  - v. Tyres and batteries should not be old more than 6 months from the date of delivery.
  - vi. Accident case will not be covered under warranty.
  - vii. The supplier will have to attend the defects pointed out during the warranty period free of cost at the operational unit's. Thereafter the supplier shall also obtain a certificate from the manager (Op.) concerned and submit the same in support of having attended the work/defects.
  - viii. If the defects are not removed within a period of 30 days by the supplier, 5% performance security deposit of such buses shall be forfeited without giving any further notice, in addition to the recovery of extra expenditure incurred by the RSRTC against removal of defects, such extra amount shall be recovered out of total security deposit of the supplier.
  - ix. The security amount will be refunded to the firm only after satisfactory completion of the contract and expiry of warranty period on production of "No Defect Certificate" for the buses supplied from the operation units concerned.



## **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 Fully built bus supplier firm shall have to impart training program as per service/maintenance schedule & overhauling practices of all aggregates fitted on fully built bus, training for scan tools etc to the drivers/technical staff at RSRTC Deluxe depot's workshop & the firm shall have to submit recognition certificate in this regard to Executive Director (Eng.) duly signed by concerned Manager (Op.).
- ii. The supplier shall have to impart free training to three drivers per bus at suppliers training institute or at Jaipur. The supplier will not charge any fee for imparting such training. After supply of buses supplier will also provide refresh training to three drivers per bus at venue decided by RSRTC in every three months till one year free of cost. As per requirement of RSRTC Technical official/staff (up to 10) has to be trained at bus manufacturer training centre/plant, Free of Cost including boarding and lodging.

## **13. Penalty Clause:**

The fully built buses shall be strictly supplied as per delivery schedule i.e. 120 days from the date of purchase order given by RSRTC and subsequent amendment if any. In case of delay in supplying the buses, the penalty @ 3000/- + GST (as applicable) per day per bus upto 45 days shall be levied. After the expiry of 120 days + 45 days, RSRTC is free to cancel the purchase order and forfeit the bid security deposited. However, considering the operational requirement of buses for organisation the managing director, RSRTC may allow buses with a penalty of Rs 5000/- + GST (as applicable) per day per bus.

**14. 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.

**15. 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.

16. 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.

## **17. 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.
- (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.

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

**19. 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.

**20. 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.



- 21. 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. 2021-22,2022-23,2023-24 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.

**22. 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.



## **23. DISPUTE RESOLUTION & ADJUDICATION**

**(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) ADJUDICATION:** Any dispute/objection regarding the conditions mentioned in all the tenders/contracts/agreements issued by the corporation shall be filed in the competent court located in Jaipur.

## **24. 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 in specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and rules of RTPP. 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 fully bus body 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.

**25. 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 buses to be purchased from the supplier in pursuance of this Agreement.

RSRTC reserves the right to increase or decrease the estimated quantity of the buses at any stage.

**26. MISCELLANEOUS:**

- a) Fully built buses 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 buses.
- c) TRC of the bus will be provided for minimum two month validity. If any modification in TRC is required for registration of Buses then modification will be done at free of cost by the supplier.
- d) HSRP (High Security Registration Plate) will be provided by the supplier at free of cost.
- e) Form No.21, 22 & 22-A and as per CMVR will have to be enclosed with invoices for registration of the vehicle.
- f) Pre-delivery inspection (PDI) of each bus will have to be done before delivery of bus .
- g) In case non-supply of any items along with bus as specified in the Purchase Order, recovery of such items should be made as per market price.
- h) Arrangement of the material for manufacturing of buses would be the full responsibility of the supplier.
- i) 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 the buses.
- j) All the buses 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-12)**
- k) 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-12)**
- l) If the bus is not supplied as per the bid specifications, terms & conditions then the bus will not be accepted by RSRTC however in case non-supply of any item along with bus 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 supplier.
- m) The fully built buses 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 buses. In case of non compliance, bus supplier shall replaced the assembly/assemblies found with different make, specification (including child part) as per the requirement of RSRTC at free of cost.
  - n) The buses must comply with latest amendments of CMVR and must be registered by transport department. In case of non registration, losses will be borne by bus supplier.
  - o) In the event of non fulfillment of any terms of the agreement, RSRTC shall at liberty to terminate the contract without assigning any reason to the supplier. Further in the event of failure of supplier to adhere to purchase order, RSRTC shall be entitled to procure buses from other sources at the risk and cost of the supplier.
  - p) The Supplier shall not assign or sublet the contract or any part thereof to any other person. The supplier shall through their authorized service dealer agree to provide repair and maintenance and not assign or sublet the contract or any part thereof to any other external person.



**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 SUPER LUXURY FULLY BUILT A.C. 2X2 BUS** based on diesel fuel 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 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.

Stamp & 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 Omislead 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/debarred)  
 We, the undersigned declare that our firm have not been blacklisted/debarred by any of STU's/Govt. of India / State Government/ Public sector during last three financial year 2021-22,2022-23,2023-24 during last three financial year 2021-22,2022-23,2023-24 and current financial year 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 SUPERLUXURY AC BUSES*

- (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 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





**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.

**(3) 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**

**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 bus (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 Stamp)



ANNEXURE 7

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	The Period of contract shall be applicable till warranty period however The time period for repetitive order (supply of fully built buses) shall be six months from the date of opening of technical bid
7	Delivery Schedule	The successful bidder must supply the buses as per Delivery Schedule given by RSRTC in Purchase Order or amended later. 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 8**

**Bid Security format in case of Bank Guarantee  
(to be issued by a SCHEDULED Bank)  
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 security. 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 Stamp \_\_\_\_\_ [affix Stamp of the Bank]



ANNEXURE 9

Format of Bank Guarantee for 5% Performance Security
Performance Security
(to be given by a SCHEDULED Bank )

[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.

Stamp 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 10**

**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)

Witness 1

Name \_\_\_\_\_

Witness 2

Designation \_\_\_\_\_

Address \_\_\_\_\_

Witness 1

Signed by: \_\_\_\_\_

Witness 2

(for the Procuring Entity)

(On behalf of Rajasthan State Road Transport Corporation)

Name :- \_\_\_\_\_

Designation:- General Manager(B/B)

RSRTC HEAD OFFICE, PARIVAHAN MARG, JAIPUR-302001



**ANNEXURE 11**

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

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

**G. Total :-**



**ANNEXURE 12**

**Self Declaration Certificate**

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

Date:

I/We the manufacturers of \_\_\_\_\_  
declare that

1. All the buses 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 fully built buses 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)





**ANNEXURE 13**  
**FINANCIAL TURNOVER STATUS**

1. Name of Applicant

2. Turnover of vehicle manufacturing undertaking the last 3 years and projected turnover for the current year.

(Rupees in lacs)

2023-24	2022-23	2021-22

Note:-

1. 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.



## ANNEXURE 14

### ANNUAL MAINTENANCE CONTRACT (AMC) - AGREEMENT

This Agreement is made on XX XXX XXXX, between **Rajasthan State Road Transport Corporation (RSRTC)** having its head office at Parivahan Marg, C-Scheme, Jaipur, Rajasthan-302001, represented by the Chief Manager, Deluxe Depot, JAIPUR, of the first part (hereinafter called as the **'First Party'**) and M/S..... having its registered office at.....represented by its authorised signatory, of the second part (hereinafter called as the **"Second Party"**)

#### WHEREAS

The First Party has placed a Purchase Order for supply of " XX " no of Inter City Buses on .....vide Purchase Order No- ...XXXXXXXXXXXXXXXXX...(hereinafter referred to as the **"Fleet"**) and are looking for a partner who can undertake all repairs and maintenance of the **"Fleet"**.

#### AND

The Second Party is fully equipped to provide repairs and maintenance to these buses and has , therefore, agreed to provide , **"Comprehensive AMC service'** of the fleet, for the period agreed to in this contract, at the rates, terms and conditions detailed below :

Therefore, in order to ensure that the fleet is operational at all times, the First and the Second Parties enter into this contract (herein after referred to as the **"Comprehensive Annual Maintenance Contract / Service Agreement or "SA")-**

#### **A. INTRODUCTION-**

Subject to the terms and conditions of this SA, the Second Party directly i.e OEM agrees to provide the repair and maintenance to the fleet of the First Party at the rates, terms and conditions described in the subsequent Para's-

#### **B. PERIOD OF THE CONTRACT-**

This SA will commence from the date of operation for first bus of the fleet and be valid for the period of operation for 15.00 Lakh kilometres average of the fleet unless terminated earlier by the either party under the provision of Article 'K' of this SA.

#### **C. APPLICATION & CONDITION OF USE-**

The maintenance rates for this SA are based on following understanding:-

Site / Geographical Area where bus is used	: State of Rajasthan & neighbouring states.
Usage (Average KM per month)	: Approx-15,000 KMs
Topography	: Mainly Plain/ partly Hilly
Road conditions	: Generally – Metalled / good road
Type of operation	: Long distance interstate passenger transport
Type of load	: Passengers with luggage
Driver	: Only bus manufacturer trained certified driver

If a change occurs in any of the conditions set out above, the First Party shall inform the Second Party in writing of the same at once.



**D. AMC-RATES / PRICE FOR THE SA-**

The price for this SA will be applicable as follows-

Slab No.	KM Slab (for the Average of fleet)	AMC – RATE PER KM FOR THE AVERAGE OF FLEET (Including all taxes & levies). (In Rs.)	Total amount of maintenance for the slab (in Rs.)
1	0 to 2,50,000 KM		
2	2,50,001 to 5,00,000 KM		
3	5,00,001 to 7,50,000 KM		
4	7,50,001 to 10,00,000 KM		
5	10,00,001 to 12,50,000 KM		
6	12,50,001 to 15,00,000 KM		

**NOTE-**

1. The KM considered for raising the bill would be revenue kms with to and fro kms to bus stand from RSRTC Depot workshop accounted for by the First Party i.e. their schedule km as per Time Table sheet (i.e. TT sheet) of RSRTC with to and fro kms to bus stand from RSRTC Depot workshop.
2. To maintain or up-keep the buses needed to ensure in obtaining fit-ness certificate as per State government/ transport department/ CMVR provisions.
3. The buses supplied hereunder are covered warranty (mechanical & body) of 12 months from the date of operation for each bus, the supplier will have to attend the defects pointed out during the warranty period free of cost. Broadly warranty covers manufacturing defects, whereas AMC covers repairing and maintenance.

Warranty-covers defects in OE fitted materials and faulty workmanship at the time of delivery or coming into existence during the warranty period. The warranty defects will be attended on free of charge to RSRTC in warranty period.

AMC-covers regular preventive maintenance such as oils, filters, lubes etc. and wear and tear parts such as clutch, brakes and as per scope of service agreement as mentioned in the bid. Maintenance of tyres such as removal and fitment, puncture, tyre wear problem solution, wheel alignment, wheel balancing etc. shall be covered under AMC. This excludes accidents.

4. AMC will be applicable from the very first day of operation of first bus of the fleet.

**E. OBLIGATION OF THE FIRST PARTY-**

1. The bus is to be used in the manner specified under the clause- 'C' above, carrying out driver checks/ daily checks.
2. Ensure that the bus is made available minimum for four hours, on every completion of schedule for general checking. To carry out preventive & major services, the bus may require even more than four hours, for which an advance information indicating tentative time for which the bus is to be spared will be given by the Second Party.
3. Report any accident that the bus may be involved in.



## *BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

4. Operate buses only with the Second Party's trained/ approved drivers. Must ensure that the driver of the Bus has the physical and mental condition required to drive the bus with due care and attention.
5. Should allow the Second Party to collect fuel samples from the bus as well from fuel storage tanks as and when the Second Party considered necessary. The First & Second Party will jointly carry out the analysis through PSU oil companies, In case the quality of fuel is not meeting the standards, then the Second Party shall have the right to exclude the fuel-related services and items from this agreement.
6. Do not allow anyone not authorised by the Second Party to service or repair the buses.

### **F. SITE SUPPORT BY THE FIRST PARTY-**

1. The First Party will provide adequate workshop space (hereinafter called-site support) to the Second Party to take care the maintenance activities to the Fleet.
2. To provide two technicians and 1 electrician per 12 bus with the team of the Second Party. This staffs of the First Party is provided only to train them for various maintenance activities so as to enable them to take care of Fleet of the First Party in case of emergency and even in case of termination or on completion of this contract.
3. Additionally, cleaning & washing of the buses will be done by first party. Drivers for parking at checking pit and on test purpose.
4. Following facilities at NO extra cost are to be provided by the First Party to the Second Party to facilitate proper and timely maintenance of the Fleet-
  - Equipment and machineries available at depot workshop of First party can be used by Second party.
  - A 15 meter long inspection / greasing pit with sufficient lighting at night as well.
  - One covered working bay of concreted area for buses with sufficient lighting at night.
  - **One Storage room for chassis parts, oil & lubricants with rack.**
  - **One Office room for the staff of the Second Party and to install computer, modem and printer etc.**
  - **Provide suitable vehicle or a bus or free pass to travel in the First Party's buses as and when required for the movement of the Second Part's service personnel in case service complaints are to be attended elsewhere from the site office, at no extra cost.**

### **G. OBLIGATION OF THE SECOND PARTY AT SITE-**

1. Carry out running repairs, emergency repairs, minor & major repairs, preventive maintenance, wheel alignment, wheel balancing and all other type of repair and maintenance, which the Second Party considered it appropriate to maintain the Fleet of the First Party.
2. Whenever, the Second Party considered it necessary that repair is not practically possible to carry out at the site, the bus can be taken to the Second Party dealer site / workshop. The decision to take the bus to dealer's workshop will be at the sole discretion of the Second Party. In such case the delivery to / collection of the bus from the dealer's service location, diesel and driver will be provided by RSRTC.



*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

3. Second party will provide access to First party for Fleet Management System during contract period free of cost.
4. Second party will allow/ co-operate First party to add additional accessories/ features such as VTS, Panic button, CCTV, etc.
5. The Second Party will deploy sufficient number of technicians (minimum – Five for ten buses - @0.5 per bus) for the total supplied fleet maintenance, spread over round the clock. If on any day the deployment of technicians is less than the required number, the First party will levy penalty @ Rs 1000 + GST per short of staff per day. For any emergencies during night, technician will be available on call. The Second Party will deploy a trained Manager to control these staff. The Manager should have necessary communication skill with the officials and staff of the First Party.
6. Establish routine and process for all site activities related to the maintenance of the Fleet.
7. On the job Training of the technical team of the First Party to carry out activities like daily checks, washing, greasing, general inspection, body bolts tightening and even to preventive maintenance.
8. The Second Party will stock required spare parts at site for fulfilling its obligations specified under various clauses of this agreement.
9. The Second Party will make available all necessary hand tools including special tools required for fulfilling its obligations under various clauses of this agreement.
10. Daily report of repair & maintenance of the buses done by Second Party shall be provided to Manager Operation of the depot.
11. Second party will also provide a list of vehicles unavailable for operation in next month by 25<sup>th</sup> of each month. If information not provided within stipulated time then considering all buses available for operation in next month, Special Road Tax (i.e. SRT) will be deposited for all buses. Due to not providing / delay in this information, If any bus / buses doesn't operate minimum 7500 kms in next month then SRT of that bus / buses will be recovered from Second party.
12. Second party will provide scan tool as and when required by first party for complete solution and to remove defects.
13. The staff provided by first party as per clause F(2) of this SA must be qualified and self reliant to attend, understand and to remove all type of defects.
14. The second party will maintain and provide buses as per the requirement/schedule of first party.



**H. EXCLUDED SERVICES-**

The following items/parts/components and services are specifically excluded from the coverage of this SA-

1. Repair work resulting from negligence or incompetence on the part of the First Party or any third party in driving, servicing, repairing, loading, unloading or otherwise dealing with the bus. General wear and tear will not be considered as accident.
2. Repair or service work arising out of deployment of non-trained drivers (driver does not possess certificate of passing the proficiency test by the Second Party) for driving the bus.
3. Repair work resulting from the improper use of the bus, which includes:
  - The use for other than the agreed purposes as stated in clause-'C'
  - Failure to comply with the recommended procedures and service interval prescribed by the Second Party.
  - The use of the wrong, or contaminated fuels and oils
  - Failure to take immediate action to avoid consequential damage in the event that the bus warning and monitoring systems are activated and in spite of this the bus is driven resulting into further damages.
  - Driving or use of the bus in an unprofessional, abnormal or extreme manner.
  - Wilful default, gross negligence
4. The costs of repairs resulting from all causes beyond the control of the Second Party, such as (including but not limited to) collision damage, traffic accidents, fire and lightning strikes & other force majeure conditions.
5. The costs of repairs or services to
  - Rear view mirror ( if physically damaged due to hitting), tools supplied with the bus unless it's a manufacturing defect
  - Upholstery, Door trims, Floor mats, carpets, Roof lining, sun visor, blind screen
  - Hand rest, foot rest, magazine pouches and bottle stand. All remaining parts are covered under AMC including seat adjustment mechanism.
  - Tyres, tubes and flaps will be provided by RSRTC but fitment, repair & maintenance(such as new tyre fitment, puncher, rotation, tyre wear problem solution, wheel balancing, wheel alignment etc.) of tyres/rims etc to be done by second party.
  - Batteries will be provided and maintained by second party. It will be changed by second party as and when required for vehicle.
  - After warranty period of buses Front windshield glass, Rear windshield glass and door / window glasses will be provided by RSRTC but fitment and maintained by second party.
  - All accessories like (including but not limited to) DVD or VCD player, speakers, LED/LCD TVs etc which are not originally supplied by the Second party. (if these items are supplied by the Second party as an OE fitment with the buses, their repair, maintenance and route updation etc. will come under this SA).



**BID DOCUMENTS FOR SUPERLUXURY AC BUSES**

- 6. Repair work on the chassis as a result of defects in the super structure or any other work arising from failure or malfunction of any component or equipment which is not subject to this Agreement
- 7. Repairs or services arising out of additions, deletions or modifications post manufacture / fabrication done by the First Party without the approval of the Second Party.
- 8. Repairs or services arising out of repairs or services carried out by anyone not authorised by the Second Party.
- 9. Any preventive maintenance, repairs or service work in relation to the bus required complying with any act, rule, regulation, order or other law, however, the Second Party has to meet pollution norms & guidance as per BS VI or prevailing norms.
- 10. Supply of fuel.

**I. PAYMENTS-**

- 1. The First Party agrees to pay the AMC charges as per the rates mentioned in the clause ' D' of this agreement to the Second Party on the monthly basis. The payment for part of the month will be on the basis of revenue kms with to and fro kms to bus stand from RSRTC Depot workshop.
- 2. The First party will provide billable kms by 8<sup>th</sup> of each month for the previous month. The Second Party will directly submit the invoice / bill by the 15<sup>th</sup> of the subsequent month, indicating basic claim as per clause 'D' of this agreement with applicable taxes and government levies as extra, if any on completion of the month.
- 3. The First Party is supposed to make the payment within next 30 working days from the date of submission of the bill / invoice.
- 4. If the payment is finally not released without any justified reason for the period of 60 working days from the date of submission of the bill, the Second Party giving notice of 15 days will be free to stop the services to the Fleet of the First Party. In case, the delay is more than 90 working days, the Second Party can consider terminating the SA giving notice of 15 days.
- 5. Clause I(4) of this SA will not be applicable during emergency, festival session, exams and high load factor period.

**J. PENALTY PROVISION-**

- 1. As per terms of this SA, the Second Party has taken the responsibility for timely / regular and efficient maintenance of the Fleet. The maintenance also includes breakdown repairs. The Second Party shall maintain the Fleet in such a way that per bus should be made available for operation for the days indicated in the below table

Year	Minimum days per bus *(availability of per bus in a financial year)
1 <sup>st</sup> & 2 <sup>nd</sup> year	355 days
3 <sup>rd</sup> to 4 <sup>th</sup> year	350 days
5 <sup>th</sup> to 6 <sup>th</sup> year	345 days
7 <sup>th</sup> and onwards	340 days



*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

(\*as at Sr.No.3 below)

2. In the event of non-availability of the bus for operation for the prescribed days in a year as tabulated above, due to repair & maintenance a penalty @ Rs. 5,000+GST for each lesser day per bus will be levied to the Second Party.
3. Availability days on annual basis for calculating the penalty as above will be computed on per bus on yearly basis (i.e. Year will start from the 1<sup>st</sup> day of the month, in which month the operation of any bus starts and days taken before start of the operation will not be considered in calculation of off-road days).
4. In case of accidental vehicle, repairing estimate will be provided by Second Party within seven days. Seven days will be counted from the next day after reaching the bus in workshop from the accident spot. If repairing estimate is not provided by Second Party within the stipulated time duration, vehicle will be considered as off road and penalty will be imposed as per clause J2 of this SA till repair estimate is provided.
5. For accidental vehicle, repair time duration will be finalized by depot level committee having following officers / employees of respective depot:
  - Chief Manager
  - Manager Operation
  - Manager Finance
  - One Technician (Mechanic Diesel/ Body Fitter) Deluxe Depot
  - One technical representative of Second Party

In case of conflict / dispute in finalising repair time for accidental vehicle, decision will be taken by Head Office, RSRTC and decision shall be binding to both parties. Repairing days decided by depot level committee / Head Office, RSRTC will not be considered as off road days and no penalty will be imposed. If Second party takes more days / time in repairing then the excess days will be considered as off road days and penalty will be imposed as per clause J(2) of this SA.

6. The days lost due to strike, public unrest, pandemic etc. (force majeure provisions) are to be excluded while calculating the penalty.
7. For surplus earned saved days over and above the prescribed days as above, incentive payment @ Rs. 1000 per saved day will be released to the Second Party at the end of every financial year after submission of invoice. For first and last year, calculation will be done on proportionate basis for this. The First Party is supposed to make the payment within next fifteen working days positively from the date of receipt of invoice.
8. For the effective control over the breakdown of the bus on route, following provisions will be applicable-
  - The Second Party undertake to maintain a 24 hours efficient help line to ensure of attending the break-down immediately.
  - If the break-down is due to the mechanical failure for which the Second Party is responsible for poor maintenance or poor quality of spare parts or aggregates, the penalty @ Rs. 10,000 + GST per break-down will be levied, however the penalty will not be applicable if break-down is due to driver's negligence or due to accident or due to any other reason for which the Second Party is not responsible.





- In case of break-down on route, the payment of AMC for the operated km (km covered before the break-down as per TT sheet) will only be released i.e. no payment will be made for the curtailed kms.
- In case of break-down, the bus is to be attended by the Second Party at the break-down spot and no extra payment will be released for attending the bus even for towing, etc. Further, days taken in attending the bus and putting the bus on road will also be considered in days permitted for maintenance (i.e. as per clause J1 of this SA).
- However, if the Second Party is not responsible for the cause of break-down / accident, manpower will be provided by Second Party free of cost but any other cost to attend the break-down and off road days will be borne by First Party.

9. In case the Second Party doesn't deploy sufficient number of technicians then penalty will be levied as per clause G(5) of this SA, i.e. penalty @ Rs 1000 + GST per short of staff per day. .

#### **K. TERMINATION OF THE SA-**

Either party can terminate this agreement at its own- will after giving 120 days advance notice in writing giving full facts and figures to the other party in the event of the breach of any of the major terms and conditions mentioned in this agreement.

#### **L. TRANSFER-**

The First & Second Parties shall not transfer all or any part of its rights and obligations arising out of this Agreement to any third party. In very exceptional circumstances either party can transfer on taking written consent of other party.

#### **M. INDEMNITY; LIMITATION OF LIABILITY-**

1. The First Party agrees to indemnify, defend and hold, the Second Party harmless from all claims, liabilities, suits, losses, damages and expenses arising from the operation, condition, use and ownership of the bus and from the First Party default of this Agreement
2. The Second Party shall be liable to the First Party only for the direct losses arising from damage caused to the bus, due to acts of wilful damage and or gross negligence on the part of the Second Party in the course of providing service under this agreement at the service station. The Second Party shall bear such losses by repairing the bus so that it is returned to its condition prior to such damage. For off road days penalty will be imposed as per agreement.
3. The Second Party shall not be liable for any damage or other loss attributable to causes beyond the Second Party reasonable control, including acts of god, other events of force majeure, fire, theft or other acts of third parties or for any consequential or indirect damage or loss. The provisions of this agreement constitute the First Party sole remedy hereunder.
4. The Second Party shall not be responsible to offer the First Party replacement of the bus or transport or care for the passengers, nor is the Second Party responsible for the cost of replacement transport, loss of use, loss of profits, bus contents, or incidental or consequential damages, if any.



**N. PERFORMANCE SECURITY DEPOSIT:**

The performance security deposit (PSD) of an amount of 5% of AMC value calculated for 15 lakh kms average of fleet shall have to be submitted by the second party in the form of irrevocable Bank Guarantee of any scheduled bank in favour of the First party towards satisfactory completion of this SA. PSD shall be valid beyond 6 months from the completion of this SA period. Initially the validity period of PSD will be for the period of 96+06 months. Extendable further if the period of this SA is extended. The PSD is liable to be forfeited in full, if the Second party fails to complete the contract satisfactory as per the terms and conditions of this SA. No interest will be payable on PSD.

**O. OTHER IMPORTANT TERMS-**

1. The services to be provided under this SA shall be only such as is on account of Normal Wear and tear of the bus.
2. The Second Party reserves the absolute right to decide whether parts need to be replaced with new /repaired / renovated part to fulfil its obligation on the services to be provided under the SA
3. The Second Party decision will be final on technical grounds whether the services, repairs, or replacement of components qualify under the agreement.
4. All old components assemblies, parts, lubricants etc., removed / replaced from the bus & replaced with a new part under this SA will be the properties of the Second Party and no other party shall have the right to claim the ownership for those old components / parts.
5. The complaints of below optimum performance if any, received from the First party during AMC period should be attended immediately by the Second Party. In case of non-completion of repairing work included in AMC as per the schedule, the First Party will be at liberty to get such work done from other source having similar terms & conditions of contract at the risk & cost of the Second party. The excess cost on repairs thus incurred, if any will be recovered from the legal Second party from its pending bills/EMD/Bank Guarantee or through legal action. The procedure of risk and cost repairs will be adopted after serving registered notice to the second party for making the bus available within 15 days without prejudice to the other terms & conditions of the maintenance contract.
6. Amendments and other agreements concerning or modifying this Agreement must be in writing.
7. If any provision of this agreement is held by a court to be invalid or unenforceable, such provision will be deemed to be deleted or modified to comply, and all remaining provisions will remain in force.
8. Any notice or communication in respect of the agreement may be hand delivered or sent by recognised courier or facsimile or e -mail at the addresses given in the agreement and the parties shall deem delivery to be valid on the next business day after the date of receipt
9. For removal of any difficulty in implementation of this SA the CMD/MD of the First Party, shall be authorised to intervene and take necessary steps and taking into confidence of both the parties, can make suitable modifications without material altering the terms and conditions of this SA. His decision shall be binding to both the Parties.



**BID DOCUMENTS FOR SUPERLUXURY AC BUSES**

**10. 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.

11. This agreement will be governed by and construed in accordance with the laws of India and will be subject to exclusive jurisdiction of courts at jaipur only.

12. Neither party shall set off any right owing hereunder against any liability owed hereunder or under any other arrangement

13. Subject to the provisions hereof this agreement is not intended and shall not be construed to confer any person other than the parties hereto any rights and/or remedies herein.

IN WITNESS whereof the parties hereto have set and subscribed their respective signatures in presence of the witness below named on the day, month and year first in above mentioned at Jaipur.

**For-RSRTC**  
(The First Party)

**For -.....**  
(Second Party)

**Authorized Signatory**

**Authorized Signatory**

**Witnesses:**

1

**Witnesses :**

2.

\_\_\_\_\_



**SCOPE OF THIS SERVICE AGREEMENT- TYPE- COMPREHENSIVE**

1. The service includes preventive maintenance services (Basic Services & Annual Services) as per the schedule of the Second Party.
2. All materials / spares used in the repair and maintenance of the Fleet should be genuine manufacturer's spares or of OE suppliers.
3. Oil and coolant topping up between scheduled services provided, such top ups are done either at site or the authorised workshop of the Second Party.
4. Dickey locks, Head lights / Fog lights, Bulbs, Fuses and Relays are replaced as and when required
5. Greasing of bus at every basic and annual service (Limited to under chassis).
6. Repairs to the bus & all required parts & material arising out of the normal usage of the bus
7. The services excluded under this agreement are listed under the clause 'H'. If the excluded repairs are to be carried out the same would be charged additional to the First Party.
8. Parts and labour for repairs related to chassis, driveline components, air conditioning (either cut by mouse or else) and heating system and bus body as given below are covered
9. Any other new technology introduced by Second party except mentioned in this agreement is also to be covered and maintained by the Second party.

**10. Engine repairs**

Engine block, cylinder head  
Pistons & cylinder liners and seals  
Flywheel and flywheel housing  
Valve mechanism and valve cover  
Timing gears, cooling fan, drive belts,  
Camshaft, crankshaft, connecting rods and bearings  
Oil pump and oil cooler  
Fuel injection pump and injectors  
Inlet/exhaust manifolds  
Exhaust brake  
Turbocharger  
Radiator, coolant pump and hoses  
Intercooler, hoses, starter element  
Exhaust pipes and silencers  
& All parts related to engine

**11. Transmission repairs**

Gearbox housing, gearbox brackets  
All Transmission components including automatic/manual transmission  
Retarder (Built in retarder)  
Propeller shaft  
& All parts related to transmission



**12. Rear axle repairs**

Rear axle casing and drive shafts  
Differential housing, differential gears, Bearings.

**13. Electrical repairs**

Electrical central, cable harnesses  
Alternator, starter motor  
ECU relays  
Dashboard instruments  
Electrical junction box  
Batteries and Bulbs and all electrical accessories  
Batteries will be provided, fitted and maintained by second party.

**14. Brake repairs**

Air compressor, air dryer, calipers, storage tanks  
Brake pads and disc, valves, pipes, and sensors

**15. Wheels, Suspension and Steering repairs**

Steering gear, servo pump, steering knuckles, drag link  
Anti-rolls bars, shock absorbers  
Air bellows  
Pneumatic valves and sensors  
Bushings, brackets, ball joints  
Hubs, wheel bearings, wheel nuts and bolts  
Wheel alignment & wheel balancing  
& all works related to suspension like valve, pipes etc.

**16. Air conditioning & heating System**

AC Compressor  
AC belts  
Evaporator  
Condenser  
Pulleys, Valves & all works like blower motor, condenser, fan, AC louvers, drain pipes, gas topup and service etc.

**17. Bus body & Others**

Pneumatic valves  
Windscreen wiper motor  
Seat mechanism  
Body brackets  
Rear engine flap door  
Door mechanism  
Wiper blades, wiper arms, diesel tank hose, gear lever boot, flap door rubber, general fasteners, driver door lock, driver door side lock, passenger door lock, budget lock, door pneumatic valve, driver door link rod, driver door link rod end, door pneumatic main unit, flap door center lock, flap door side lock, gas springs, seat reclining mechanism, door pneumatic cylinder and door pneumatic switch. FDSS/FAPS & other safety features in valid state.



*BID DOCUMENTS FOR SUPERLUXURY AC BUSES*

**LIST OF THE BUSES COVERED UNDER THIS AGREEMENT**

SL NO	REG NO	CHASSIS NO	ENGINE NO	DATE OF DELIVERY	START MILEAGE (KMS)	COMENCMENT DATE	END DATE
1							
2							
3							
4							
5							
6							

RSPRTC



**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 SCHEDULED bank). (**Annexure"8"**)

**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-6**)
3. Financial Parameter Sheet.(**Annexure-7**)
4. Type approval certificate for the offered bus 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 100 nos. fully built buses of in last 5 years by the bidder to any STU in India.(**Annexure-11**)
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 buses to RSRTC by the firm.
8. Details of supply of same buses to other STU's if any. (No. of buses , 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. Technical bid application.(**Annexure-1**)
12. Self declaration certificate.(**Annexure-12**)
13. Financial Turnover proof. (**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.