

# Rajasthan State Road Transport Corporation

Parivahan Marg, Head Office, Jaipur

NIT No. RSRTC/Audit/2024-25/ 5088

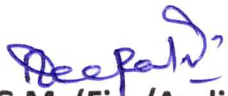
Dated: 04-12-2024

## Notice Inviting Bid

On line bidders are invited from well established e-auctioneer firms to provide an electronic platform for conducting forward E-Auction for sale of serviceable and unserviceable material, obsolete spare parts and scrap of ferrous & non-ferrous metal, scrap tyres & tubes, scrap bus body with assembly & without assembly used oil & chemicals, used batteries, electrical wire, machinery condemn office equipment and other scrap material of RSRTC lying at CWS Ajmer, Jodhpur, Jaipur and Divisional Work Shop Udaipur through E-Auction.

Detailed notification/bid documents can be downloaded from website <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in>

Particulars	Date	Hrs
Downloading of Specification/Bid documents.	06.12.2024	10:00
Pre-bid meeting	10.12.2024	11:00
If any corrigendum	12.12.2024	17:00
Date & time up to which bids shall be received	19.12.2024	18:00
Date & time of opening of bid	20.12.2024	15:00

  
Jt. G.M. (Fin./Audit)  
RSRTC-H.O. , Jaipur

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# RAJASTHAN STATE ROAD TRANSPORT CORPORATION

Parivahan Marg, Jaipur – 302001

## RAJASTHAN

NOTICE INVITING BID		
1	Address details of issuing authority	FA ,RSRTC, Head office, Parivahan Marg, Jaipur
2	Bid Enquiry No.	Joint G.M. (Fin.) Mobile no. 9549656264
3	Scope of Work	To provide an electronic platform for conducting forward E-Auction for sale of serviceable and unserviceable material, obsolete spare parts and scrap of ferrous & non- ferrous metal, scrap tyres & tubes, scrap bus body with assembly & without assembly used oil & chemicals, used batteries, electrical wire, machinery condemned office equipment and other scrap material of RSRTC lying at CWS Ajmer, Jodhpur, Jaipur & DWS Udaipur through E-Auction
4	Estimated Value of sale of Scrap material to be auctioned per year	INR 15 Crore
5	Bid validity in days	90 days
6	Tentative Bid Value	INR 06 Lacs
7	Eligibility	As per encl. T&C No. 3
8	Bid security deposit	INR 12,000/-
9	Downloading of Specification/Bid documents from RSRTC website.	Start date   Hrs 06-12-2024   10:00 10-12-2024   11:00 12-12-2024   17:00 19-12-2024   18:00 20-12-2024   15:00
10	Pre-bid meeting	
11	If any corrigendum	
12	Date & time up to which bids shall be received	
13	Date & time of opening of bid	
14	Bid processing fees (Non-Refundable)	Rs. 500/- in the form of Demand Draft in favour of "Managing Director, RISL, Jaipur."
15	Bid document fees (Non-Refundable)	Rs. 5,900 (Including GST) in the form of demand draft in favour of FINANCIAL ADVISOR, RSRTC payable at JAIPUR is to be submitted in a separate envelope along with the bid.
16	Bid Form can only be downloaded from RSRTC website <a href="https://transport.rajasthan.gov.in/rsrtc">https://transport.rajasthan.gov.in/rsrtc</a> and <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> also on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	

Note:

- All above events will be held at Rajasthan State Road Transport Corporation, Head office, Parivahan Marg, Chomu House, Jaipur-302001, Rajasthan.
- In the event of the date specified above being declared as a holiday for corporation due date will be the Next Working Day.

# RAJASTHAN STATE ROAD TRANSPORT CORPORATION

Head office Parivahan Marg Jaipur 302001

Tel. No. 9549656264, 01412373043 Ext. 203 & 273 E-MAIL: [rsrtc.eauction@gmail.com](mailto:rsrtc.eauction@gmail.com)

NIT No. F4/RSRTC/HO/Audit/E-Auc./

Date:

## Notice Inviting Bid

On line bidders are invited from the well established e-auctioneer firms, the detail of work is given below:-

S.No	Description of work	Estimated Auction amount
1	To provide an electronic platform for conducting forward E-Auction for sale of serviceable and unserviceable material, obsolete spare parts and scrap of ferrous & non-ferrous metal, scrap tyres & tubes, scrap bus body with assembly & without assembly used oil & chemicals, used batteries, electrical wire, machinery condemn office equipment and other scrap material of RSRTC lying at CWS Ajmer, Jodhpur, Jaipur and Divisional Work Shop Udaipur through E-Auction	Total amount is estimated 15 crore per year.

For bid 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 No. 0141-4022688 (Help desk 10.00 AM to 06.00 PM on all working days.)

Note:-

1. Detailed notification/bid documents can be downloaded from website <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in>, Details of this bid notification and pre-qualification criteria can also be seen in NIT exhibited on website <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in>. Tenders are to be submitted online in electronic format on website <https://eproc.rajasthan.gov.in>
2. Corrigendum/modifications/corrections if any will be published on the website <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in>, Conditional/incomplete bid will be rejected.
3. 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 bid documents to participate in online bids, Bidders will have to procure digital certificate 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 e-Mudhra, Safescrypt, Ncode, Protean 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.
4. Bidders shall submit their offer online in Electronic formats both technical and financial proposal, however, Demand draft for bid processing fees and bid security deposit should be submitted manually or through courier in the office of F.A. RSRTC Head Office Parivahan Marg, Jaipur before last date and time of opening of technical bid and scanned copy of the Demand Draft should also be uploaded along with the online bid.
5. RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.
6. RSRTC reserves the right for verification of any information/documents furnished by the bidders in the interest of the corporation.

7. The Bid security deposit of Rs.12000/- (Rs. Twelve Thousand only) shall be submitted in the form of DD/FDR/BG payable to the FA, RSRTC, Jaipur before opening the Technical bid otherwise bid is liable to be rejected. FDR/BG should be created from the bank account of the same firm which participated in the Bid and also issued only by a bank located in Rajasthan State.
8. Before electronically submitting the bids it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
9. 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.
10. 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://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in>, If bidder wish to participate in the bid then they have to make a payment of bid processing fee and bid document fee as mentioned in the above table through Courier or by personnel before last date and time of the request of bid documents. Bid security deposit which is mentioned in the above table be submitted to RSRTC as per point no. 07 above. For further details you can visit or online visit <https://eproc.rajasthan.gov.in> or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and Contact No. 0141-4022688 (Help Desk 10.00 AM to 06.00 PM on all working days.)
11. Financial bids shall be considered only after evaluation of Technical bids.
12. Bids without Bid processing fees, Bid document fees and bid security deposits shall be rejected.
13. This bid document incorporates all the general instructions, Nature and scope of work, Standard terms and conditions of contract, all annexure, Schedule of Rates, Schedule of general particulars of the firm, Bid fees, 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. Each page of the bid documents including corrigendum (if any) should be submitted by the bidder duly sealed and signed by the authorized signatory of the bidder while uploading the bid on the e-procurement portal.



FINANCIAL ADVISOR

## SECTION I – GENERAL INSTRUCTIONS TO BIDDRES (TERMS & CONDITIONS)

1. Detailed notification/bid documents can be downloaded from website <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in> Details of this bid notification and pre-qualification criteria can also be seen in Nit exhibited on the same website.
2. Corrigendum/modification/corrections if any will be published on the website <https://transport.rajasthan.gov.in/rsrtc> and <https://sppp.rajasthan.gov.in> also on <https://eproc.rajasthan.gov.in>.
3. Bidders who wish to participate in the bid will have to register on <https://eproc.rajasthan.gov.in>, Bidders registered on <https://eproc.rajasthan.gov.in> before request of bid documents to participate in online bids, Bidders will have to procure digital signature certificate 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 e-Mudhra, Safescrypt, Ncode, Protean 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.
4. Bidders shall submit their offer online in Electronic formats both technical and financial proposal, however, Demand draft for bid Processing fees and bid security deposits should be submitted manually or through courier in the office of F.A. RSRTC head office Parivahan Marg, Jaipur before last date and time of opening of technical bid and scanned copy of the Demand Draft should also be uploaded along with the online bid.
5. RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.
6. RSRTC reserves the right for verification of any information/documents furnished by the bidders in the interest of the corporation.
7. Before electronically submitting the bid it should be ensured that all the bid papers including corrigendum (if any) and conditions of contract are digitally signed by the bidder.
8. 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.
9. Financial bids shall be considered only after evaluation of Technical bids.
10. RSRTC will decide reserve price and will have full right to take decision accordingly.
11. **Opening of Bid:** The bid received on or before stipulated date & time of submission shall be opened on at the "Head office of the RSRTC, Jaipur" in presence of the bidders or their representatives who will be present at the time of bid opening in case the date of bid opening happens to be a holiday, the bid will be opened on the next working day at the same time. Price Bids of only those bids/offers which qualify against the "Prequalification Criteria" will be opened immediately after scrutiny of the "Technical Bids"
12. **Period of Contract:** The Successful bidder will be appointed as Auctioneers for conducting e-Auction on behalf of RSRTC for a period of 2 years and it can be extended with the mutual consent of both parties as per RTPP Act 2012 and RTPP Rules 2013.
13. **Important Instruction:-**The law relating to procurement "The Rajasthan Transparency in Public Procurement Act,2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding Process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

## SECTION II – NATURE & SCOPE OF WORK

**Scope of work:** The Scope of work for the activities to be performed by the successful bidder in e-auction is as below.

### **1. Nature & Scope of service and responsibilities of the Auctioneer:**

- (i) An auctioneer is required to have their own internet website to display the e-auction & relevant documents & must be thorough in operating the e-auction.
- (ii) System should be configured with OTP (**Time-based One-time Password**) based login, and all the transaction on website should be OTP Based.
- (iii) Non refundable Registration fees of Rs. 590/- (Including GST) will be charged from new bidders which are not already registered with RSRTC. The bidders already registered with RSRTC will be exempted from levy of registration fees. As the Registration will be made on e-Auction platform so Auctioneer will collect Registration fees as decided by RSRTC on behalf of RSRTC. Registration fees will be income of RSRTC.
- (iv) Auctioneer will allowed to Charge Rs. 2000/- (Excluding GST) Non Refundable for the yearly Costing of the website from the bidders. This will be income of Auctioneer.
- (v) On acceptance of the letter of Award in respect of this contract, the Auctioneer shall register RSRTC as "Seller" for the E-auction website of the Auctioneer without imposing any registration charges.
- (vi) The Auctioneer shall conduct e-auctions directly and in no case shall appoint any other dealer/trader/Auctioneer for the purpose.
- (vii) The auctioneer shall not bid for or purchase any lot, either by himself or through his representative or any person and shall not have or acquire any interest thereon for any e-auction conducted by him on behalf of RSRTC.
- (viii) The materials to be sold by way of e-auction are the properties of RSRTC and the Auctioneer shall have no authority or domain over the same.
- (ix) The Auction will be conducted as and when required by RSRTC.
- (x) Generally, RSRTC shall furnish the list of items to be disposed off, Scrap serviceable/unserviceable materials, obsolete spare parts and old buses (such as scrap of ferrous, non-ferrous metals, scrap of tyres and tubes/bus body fittings/ used oil and chemicals/ electrical wire/ machinery spares/ auto spares parts/ scrape and serviceable assembly at bus and scrap of buses and its bodies etc. However, the Auctioneer may offer guidance for making proper lots so as to fetch better bids for the respective lots.
- (xi) Since e-auction is a web-based system, the Auctioneer shall ensure that maximum publicity of the e-auctions through internet. The detail of materials to be auctioned Individual notices by e-mail to all the prospective bidders registered with them.
- (xii) RSRTC shall have free access to the e-auction site as & when required. For the purpose of security, the Auctioneer shall provide RSRTC with confidential password for accessing the e-auction site & witnessing the e-auction as a seller.
- (xiii) After final revision of the list by RSRTC, the Auctioneer will co-ordinate with RSRTC to activate process at schedule time & date which will be decided mutually by RSRTC & Auctioneer.
- (xiv) At closure of e-auction within scheduled or extended period as above in xiii, the Auctioneer's system shall automatically get locked so that the participants cannot enter their bids thereafter.
- (xv) In the event of termination of contract by either parties at any stage during tenure of the contract or conclusion of contract period (with or without extension), the auctioneer shall render their services within the scope of the contract till complete execution of Running e auction or all the sale orders booked/issued on or before the date of termination/conclusion.
- (xvi) RSRTC will not handover any documents related to the scrap vehicles to the buyer and Dismantling of vehicle within RSRTC premises will not be permitted.

- (xvii) The Auctioneer shall take prior permission of RSRTC for instituting case in any Court of Law in the matters arising out of any sale/auction under this agreement.
- (xviii) The e Auction platform must be based on Secure Connection.
- (xix) The Auctioneer will make all necessary arrangements to enhance the portal process, data security and hassle free auction.
- (xx) At the time of Registration on e Auction platform-bidders will upload required documents. Bidders will take part in e Auction through e Auction platform only.
- (xxi) The Auctioneer must comply with all the e-Auction Related guidelines issued by the Ministry of Corporate Affairs.
- (xxii) In case of Auction of used batteries, The Auctioneer must comply with 'Batteries (Management and Handling) Rules 2001.

## 2. **Responsibilities of RSRTC**

- (i) RSRTC shall allow the prospective bidders to inspect the material offered for e-auction, at the respective locations within 5 days prior to the date of e-auction.
- (ii) RSRTC shall have complete access to the Auctioneer's website so that the e-auction proceedings can be witnessed.
- (iii) On completion of e-auction proceedings & after receipt of e-auction statement from the Auctioneer, the RSRTC auction committee shall take decision in respect of acceptance or rejection of bids. Such decision shall be binding on the bidders as well as the Auctioneer. RSRTC shall not be bound to assign any reason for such acceptance or rejection of bids.
- (iv) On approval from the Auction Committee, Sales intimation letters shall be issued to the successful bidders of the respective lots by the Auctioneer immediately under intimation to RSRTC. The successful bidders shall have to deposit requisite amount at the concerned Units where the material is located or as directed as per terms and conditions of RSRTC e Auction within prescribed time from the date of acceptance date.
- (v) The goods will be sold as and where they lie. The whole of the lot or lots shall be taken from the site of accumulation with all faults and errors in descriptions or otherwise quantities, qualities, size, measurements, numbers and weight as stated in the catalogue are approx and no warranty or guaranty shall be implied. Stores are sold on the assumption that bidders have inspected the lots and know what they are buying whether they have first inspected or not. No complaint will be entertained and no reliance must be placed on any description.
- (vi) If the successful bidder fails to pay the requisite amount within the stipulated period, the sale intimation letters issued to him shall be treated as cancelled and he shall have no claim over the lot thereafter and RSRTC will re-auction the said lots and amount deposited including bid security deposit will be forfeited and the said bidder will be debarred for next one year.

## 3. **Pre-Qualification Criteria: Following will be the Pre-Qualification Criteria**

- (i) The bidder must have total transacted sale value of more than Rs. 50 Crores (Rupees Fifty crores) through forward e-auction over a total period from date 01.04.2022 to 31.03.2024, A certificate from a Chartered Accountant confirming the same is required to be submitted along with the offer.
- (ii) The bidder must have experience of minimum three years for conducting e-auctions for any Govt. Deptt./corp./local bodies/State Road Transport Undertakings and must have sold material not less than Rs. 50 Crores (Rupees Fifty Crores only) within last two years. Detailed certificates from respective departments are to be attached.
- (iii) The bidder shall furnish the details of the e-auctions conducted by him such as name of the organizations for whom e-auctions have been conducted, date of auctions, amount of auctions with brief description of commodities/materials sold in auction in the Performa as per enclosed Annexure – "C-1" & Annexure – "C-2" to the bid document. These statements are titled as "Statement of details of e-



auction conducted by the bidder for the year 2022-23 & 2023-24. The bidder should submit the information in Annexure- "C-1" & Annexure -"C-2"

- (iv) The bid/e-auction platform shall comply with guidelines for compliance to quality requirement of e-Procurement systems, IT Act-2000 (as amended up to date) and CVC guidelines, if applicable in all respects. A Copy of valid certificate to be enclosed.
- (v) The Bid security deposit of Rs. 12,000/- (Rs. Twelve thousand only) shall be submitted in the form of DD/FDR/BG payable to the FA, RSRTC, Jaipur before opening the Technical bid otherwise bid is liable to be rejected.

**(vi) The bidder shall also submit the documents pertaining to the following items:**

1. Bank account no. & address of the bank from where the bidder is operating his bank Account.
2. Documentary Proof of registration under GST.
3. Copy of PAN card
4. Documentary Proof of registration under shop & Establishment Act and GST Certificate.
5. Documentary Proof of Registration under Companies act/Public trust act/Rajasthan public trust act etc. Partnership deed/any other document related to ownership of firm/company/proprietorship of the auctioneers establishment & power of attorney in favour of the person signing the bid.
6. Technical details of bidder's e-auction System.

**4. Approximate Estimated Sale amount of the Auctions:**

The approximate estimated sale amount of the auctions during per year is Rs 15 Crore which is indicative only & may vary to any extent on either side. RSRTC does not guarantee as to the value or quantity or stores which will be entrusted to the successful bidder auctions in any given period & no claim will lie against RSRTC on the ground that services of successful bidder have not been utilized in fact.

**5. E-Auction Bidding procedure, acceptance of bid, payment, penalty and other clause:**

1. The bidder who wishes to participate in the e-auction will have to deposit the EMD equal to 2% of bid Start Price on the e-auction website.
2. Bid security deposit shall be refunded to unsuccessful bidder after completion of auction process.
3. Bid security deposit deposited by successful bidder must be transfer to bank account of concerned unit/HO of corporation within 2 days of the auction day. The successful bidder shall deposit estimate auction amount in the bank account of concern unit/HO of corporation in following manners.

**A. In case of material (other than condemn buses with or without any assembly)**

- (i) The successful bidder shall deposit 15% of total estimate value within 3 days from acceptance letter and remaining amount of estimate value within 10 days from acceptance letter in the RSRTC bank account. After this period the bidder can deposit remaining amount with interest @ 15 % per annum up to next 30 days. If a bidder fails to pay any amount at any stage in prescribe time as above all amount including bid security deposit deposited by the bidder will be forfeited and no claim will be accepted and the said bidder will be debarred for next one year.
- (ii) At the time of delivery of auctioned material the difference amount of estimated and actual amount of auctioned material and taxes (as applicable) will be paid by bidder in form of RTGS/NEFT/DD to concern unit.

**(iii) Ground Rent**

The successful bidder should collect auction material within 30 days from the date of acceptance letter. After 30 days the ground rent will be charged @ Rs. 200/- per day per lot for next 15 days. After 45 days from the date of acceptance letter, amount deposited by the bidder for auctioned material including bid security deposit will be forfeited in the interest of the corporation and no claim will be accepted.

**B. In case of vehicle with or without assembly.**

- (i) Successful bidder shall deposit 15% of total estimate value within 3 days from acceptance letter and remaining amount of estimate value with taxes (as applicable) as per schedule mentioned below from the date of acceptance letter in the Bank account of concern unit/HO of corporation.

S. no.	No. of Vehicles auctioned	Time fixed for deposit
1	0 to 10 Vehicles	10 Days
2	11 to 20 Vehicles	15 Days
3	21 to 50 Vehicles	30 Days
4	51 to 100 Vehicles	50 Days
5	101 to 200 Vehicles	150 Days
6	201 to 300 Vehicles	250 Days
7	301 to 400 Vehicles	350 Days
8	above 400 Vehicles	450 Days

- (ii) The bidder can deposit outstanding amount with interest @ 15 % per annum within 30 days from due date.

If bidder fails to pay any amount at any stage in prescribe time as above, all amount including bid security deposit deposited by the bidder will be forfeited. No claim will be accepted and the said bidder will be debarred for next one year.

(iii) **Ground Rent**

The successful bidder should collect vehicles as per schedule mentioned below :-

S. no.	No. of Vehicles auctioned	Time fixed for collect vehicles
1	0 to 10 Vehicles	15 Working Days
2	11 to 20 Vehicles	20 Working Days
3	21 to 50 Vehicles	40 Working Days
4	51 to 100 Vehicles	80 Working Days
5	101 to 200 Vehicles	210 Working Days
6	201 to 300 Vehicles	340 Working Days
7	301 to 400 Vehicles	450 Working Days
8	above 400 Vehicles	540 Working Days

After completion of prescribed working days, ground rent will be charged @ Rs. 200/- per day per bus up to next 10 working days.

If he fails to collect the vehicles with in prescribed time, all amount deposited by bidder including bid security deposit will be forfeited and no claim will be accepted.

- (iv) The delivery of auctioned material/vehicles will be made by unit concern after receipt of total value of auctioned material/vehicles including taxes, interest, ground rent etc.

6. **Commission charges of services:**

- (i) Bidder should clearly quote his rate of commission charges for e-auction in Price Bid as per Bid Rate Schedule enclosed to the bid Documents for the services to be rendered by him. The rate of commission shall be on percentage basis i.e. commission including all taxes shall be payable to the successful bidder as a percentage of actual amount realized by RSRTC for the e-auction conducted by the successful bidder.
- (ii) Commission charges shall not be payable on the amounts of statutory taxes and Duties, delayed payment charges, Ground Rent Charges, payments made by the purchaser but material not lifted and forfeited deposits for the lots not lifted by the purchasers.
- (iii) The bidder shall clearly quote the commission rate in figures & in words as well. In case of discrepancy in the two, the rate which is the lower one shall be considered as the rate offered including GST and other taxes if any.
- (iv) The rate of commission quoted by the bidder shall remain unchanged during the period of contract.
- (v) Deduction of Tax at source (TDS) will be made as per the current provision under income Tax Act. The commission rate for E-Auction is inclusive of charges of advertisement, preparing/printing of auction catalogues and also advice/directions for taxes and duties on scrape sold in the auction sales.

(vi) The auctioneer will assist RSRTC's units for realization of current GST and other taxes from the successful bidders and finalization of such cases with the concern authorities and also in the finalization of the earlier assessment which are in dispute with local authorities.

7. **Agreement:**

The successful bidder shall execute an agreement on non judicial stamp of requisite amount within 15 days from the date of award of contract. The expenses of stamp duty will be borne by the auctioneer.

8. **Performance Security Deposit:**

As a performance security for the due fulfilment of all his obligations under this agreement, the auctioneer shall deposit as a performance Security Deposit of Rs 30,000/- in BG/FDR/DD before agreement. Performance security could be refunded back to the bidder 6 months after the end of contract period (extended if any). FDR/BG should be created from the bank account of the same firm which participated in the Bid and also issued only by a bank located in Rajasthan State. Any loss/damage caused due to mistake/misrepresentation or fraud committed by the auctioneer and/or his employees or agents during the course of business arising out of this agreement, it will be recovered from the auctioneer. If auctioneer does not deposit the same, the amount of performance security will be forfeited and the agreement will be terminated with immediate effect. RSRTC will also be free to recover the same through court case and any other manner in which it deems fit for realization of said loss. The Auctioneer shall agree & keep RSRTC harmless and indemnified from and against all costs and expenses incurred and all losses and damages suffered by RSRTC due to or as a result of any misrepresentation or fraud on the part of Auctioneer and/ or his employees or agents.

9. **Acceptance of bid:**

RSRTC is not bound either to accept the lowest (or any) bid or to assign any reason for such rejection. RSRTC is not bound to disclose any analysis reports of the bid. RSRTC Reserves the right to accept the bid for the entire work or the part of it. RSRTC reserves the right to entrust the work to one or more than one agency. The bidder on his part should bind himself to undertake the work awarded to him in part or whole at the option of RSRTC.

10. **Rejection of bid:**

RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.

11. **Refund/Forfeiture of bid security deposit (BSD):**

The bid security deposit shall be returned to unsuccessful bidder after deposit of performance security amount and agreement from successful bidder. However RSRTC shall not be responsible for any loss or depreciation that the bidder may have to sustain while the BSD is in the possession of RSRTC, nor be liable to pay any interest thereon. Upon acceptance of the bid, the BSD shall be appropriated as a part payment towards required Performance Security Deposit or shall be refunded to the bidder if the Performance Security Deposit is paid in full as per condition No. 08 above.

if the Performance Security Deposit is paid in full and if the bidder withdraws/changes his offer or if the bid is accepted and the bidder fails to furnish the performance Security Deposit as per condition No. 08 above. Any clarification regarding this bid can be sought from the "Financial Advisor, RSRTC, Jaipur-302001.

The Bid security taken from a bidder shall be forfeited in the following cases, namely:- (a) when the bidder withdraws or modifies its bid after opening of bids; (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period; (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified; (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

12. **Auctioning Infrastructure:** The bidder must have adequate infrastructure to arrange the auctions of bigger volume of variety materials offered for disposal in an organization like Road Transport Corporations. Such infrastructures resources should be available to conduct auction throughout Rajasthan & personnel's should be well qualified & experienced in the highly intricate type of business to deal with auction. The bidder must be well versed to the different related aspects of auctions such as lot making segregation, arrangements necessary to conduct auction in an highly profitable way, sensitive to various different situations & unpredictable problems etc & should have well trained staff to handle such situation/all problems efficiently. The bidder should also be well versed in conducting of auction, evaluating response of the purchaser for maximum return etc.
13. **Auctioning Coordination:**  
The bidder should have experience & ability to pursue the firms so as to ensure that the payments are realized in time from the successful bidders. He should be well conversant with the delivery procedure & all other related works & would be required to co-ordinate & assist the successful bidders as well as the corporation to have an effective & successful deal.
14. **Auction Location:**  
Auctions will be conducted at any place in Rajasthan State where RSRTC's stores are situated or where the material for auction is available & therefore, it must be specified in the bid otherwise the bid will be liable to be ignored.
15. **R.S.R.T.C** reserves the right to undertake the disposal activities of scrape and vehicle at their own level at any time during the period of contract.
16. **Dispute Resolution: -**
- 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.

## Annexure-'A-1'

### TECHNICAL BID

#### SCHEDULE OF GENERAL PARTICULARS OF THE BIDDER

(Any particulars mentioned below if requires more space, the information may be supplied on extra pages as annexure)

1. Name of the Bidder
2. Address, Telephone/Fax No. and e-Mail address of the bidder
3. PAN and proof of filling income Tax and GST Return/Clearance Certificate for last 2 years of the bidder
4. Name of two owner/partner/Directors/Proprietors/ General Managers/Responsible men of the firm along with their Telephone No. Email addresses
5. PAN and proof of filling income Tax Return for last 3 year of above Responsible men
6. Name, telephone No. and Email address of work's Manager/Responsible person to whom reference should be made for expedition's technical co-ordination/ other clarifications.
7. Constitution and Composition of the Firm (Whether Proprietary/partnership/private/ public Limited or Govt. undertaking)
8. Copy of the Memorandum/Partnership Deed/ Article of Association may be attached
9. If firm registered with Registrar of Companies or other Govt. /Semi-Govt. Dept. Give the details of Authority with which it is registered and also give the Registration No.
10. Order copies of similar nature of contracts executed with Govt./Semi-Govt./ reputed Organizations.
11. Balance Sheet for last 2 years including trading, profit & loss account
12. Details of staff employed in company
13. Bank references
14. Sale value of e-Auction Rs. 50 crore through Forward e-Auctions within a total period from 01-04-22 to 31-03-24. A certificate from a Chartered accountant confirming the same is required to be submitted along with the offer.
15. The bidder must have experience of minimum 3 years for conducting e-Auction of any Govt dept./corp./local bodies/State road transport undertakings. Detailed certificates to be attached.

Annexure-'B-1'

FINANCIAL BID

SCHEDULE OF RATES

Sr.	Description of work	Value	Rate of commission (as percentage of realized sale value including all taxes)
1	2	3	4

1. To provide an electronic platform for conducting forward E-Auction for sale of serviceable & unserviceable materials, obsolete spare parts and old buses (such as scrap of ferrous, non-ferrous metals, scrap of tyres and tubes/ bus body fittings/ used oil and chemicals/ used batteries, electrical wire/machinery spares/ Auto spares parts and scrap of buses and its bodies etc & any other material of RSRTC lying at various stores/ offices under the jurisdiction of RSRTC.

DO NOT MENTION  
ANYTHING ON  
THIS PAGE

FINANCIAL BID IS TO BE UPLOADED SEPARATELY

Seal & Stamp

Name of the Bidder



Annexure-"C-1"

Performa for statement of details of e-auctions conducted for any Govt. Deptt./corp./local bodies/State Road Transport Undertakings by the Auctioneer in the Financial Year 2022-23

Sr. No.	Name of Organisation	Total Sale Value	Date	Remarks



Annexure-"C-2"

Proforma for statement of details of e-auctions conducted for any Govt. Deptt./corp./local bodies/State Road Transport Undertakings by the Auctioneer in the Financial Year 2023-24

Sr. No.	Name of Organisation	Total Sale Value	Date	Remarks

*[Handwritten signature]*



## **Annexure A: Compliance with the code of Integrity and No Conflict of Interest.**

Any person participating in a 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 that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour 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 correction 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/shareholders 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 purpose of the Bid; or
  - d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
  - e. The bidder participates in more than one bid in a bidding process. Participation 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 subcontractor, 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 specification of the Goods, Works or Service 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 B: Declaration by the Bidder regarding Qualifications**  
**Declaration by the Bidder**

In relation to my/our Bid submitted to .....for procurement of.....in response to their Notice Inviting Bids No.....Dated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Biding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conducted or the making of false statement or misrepresentations as to my/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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:  
Place:

Signature of bidder  
Name:  
Designation:  
Address:



**Annexure C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is HOD, Procuring Entity. The designation and address of the Second Appellate Authority is Managing Director, 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 there under, 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 grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a 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 endeavour 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 into 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 the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts 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 authorised 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.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) 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 document, 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 document, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (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)**

**Memorandum of 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 Procuring Entity 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 D: Additional  
Conditions of Contract**

**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, that 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 shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which 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 .

**2. Procuring Entity's Right to vary Quantities.**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among one than more 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 Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



## Agreement

This agreement is entered into on this ..... between

..... registered under The Companies Act, 1956/Public trust act/Rajasthan public trust act herein after referred to as Service Provider which expression shall unless repugnant to the context thereof include its successors and assigns of the Service Provider

And

Rajasthan State Road Transport Corporation (RSRTC) having its registered office at Parivahan Marg, Jaipur herein referred to as SELLER which expression unless repugnant to the context there of include its successors and assigns of the SELLER

On following terms & conditions:

1. Whereas SELLER engage to ..... as SELLER'S Service Provider for e-auction in India for forward e-auction of all type of Scrap, Serviceable and Unserviceable Materials, Goods, obsolete and spare parts, old & condemned buses with and without assemblies, Tyres & tubes, used oils & chemicals, used batteries, electric wire, plant & machinery & its spares, rejected/condemned/obsolete materials, goods, surplus obsolete stores, equipments and miscellaneous articles through e-auction lying at CWS Ajmer, Jodhpur, Jaipur & DWS Udaipur under the jurisdiction of SELLER.
2. Whereas the agreement will be valid initially for two years from the date on which the letter of acceptance or letter of intent is dispatched to the bidder which may be extended with the mutual consent of both parties as per RTPP act 2012 and RTPP Rules 2013.
3. Whereas the Service Provider will provide an electronic platform along with his own internet website for conducting e-auction as referred to point no. 1 as per requirement/ directions of SELLER & intending bidders and :
  - (i) System should be configured with OTP (**Time-based One-time Password**) based login, and all the transaction on website should be OTP Based.
  - (ii) Non refundable Registration fees of Rs 590/- (Including GST) will be charged from new bidders which are not already registered with RSRTC .The bidders already registered with RSRTC will be exempted from levy of registration fees. As the Registration will be made on e-Auction platform so Auctioneer will collect Registration fees as decided by RSRTC on behalf of RSRTC. Registration fees will be income of RSRTC.
  - (iii) Service Provider will be allowed to Charge Rs. 2000/- (Excluding GST) Non Refundable for the yearly costing of the website from the bidders. These will be income of Service Provider.
4. Whereas the Service Provider will charge "Service Charges (Commission)" inclusive of any taxes/rates etc chargeable for providing aforesaid services. If SELLER is liable to deduct any taxes then the payment of commission will be made after deducting such taxes to Service Provider. At present, deduction of tax at source (TDS) under Income Tax Act, 1961 is deducted. Commission charges will not be payable on the amount of statutory taxes/duties, delayed payment charges, Ground Rent Charges, payments made by purchaser but materials not lifted against these payments and forfeited deposits for the lots/materials not lifted by the successful bidders. Commission shall be payable to the Service Provider as a percentage of actual amount realized by RSRTC for the e-auction conducted by the Service Provider.
5. RSRTC shall allow the prospective bidders to inspect the material offered for e-auction, at the respective locations within 5 days prior to the date of e-auction.
6. SELLER shall have free access to the e-auction site as and when required. For the purpose of security, the Service Provider shall provide secret & confidential password for accessing the e-auction site and witnessing the e-auction as a SELLER.



7. No documents relating to scrapped materials and vehicles will be handed over to the Service Provider or to the buyer.
8. Security Deposit amounting to Rs. 30,000/- (Rs. Thirty Thousand) has been deposited by the Service Provider with the SELLER in the form of ..... Rs 30,000/- of..... This security deposit will be encashed & remain with the SELLER during tenure of agreement without any interest payable to Service Provider. For any loss/damage caused due to mistake/misrepresentation fraud/act done by Service Provider and/or his employees, representatives during the course of business arising out of this agreement, the amount of loss/damaged will be recoverable from the Service Provider. If the Service Provider does not pay the same loss or damaged caused to SELLER, then such amount will be deducted/adjusted from the commission payable to him and from this performance Security Deposit. If the amount of loss/damaged caused to SELLER is more than the commission payable to the Service Provider & Security Deposit then all the amount of commission and security deposited will be forfeited and the agreement will be terminated with immediate effect. SELLER will also be free to recover the same through court case and any other manner which he deems fit for its realization.
9. The user manual for the customers/bidders shall be made available on the web for familiarizing with the e auction process by the Service Provider containing the all aspect regarding e-auction such as registration, bidding process etc. The intending bidders need to register themselves on prescribed terms & conditions before participating in e-auction on regular basis. The bidders shall go through the "Terms and Conditions" of e-auction including operating rules regarding Internet based auctions" and explicitly agree to continue with the registration.
10. SELLER reserves the right to undertake the disposal of goods and materials at their own level at any time during the period of agreement.
11. The Service Provider hereby undertakes to indemnify the SELLER against all claims which may arise under the GST Act., etc. or any other Act for the time being in force or promulgated by State Legislature or Parliament in future.
12. List of intending bidders who have got registered and paid prescribed bid security deposit will have to be provided by the Service Provider to the SELLER before start of every e-auction.
13. The Service Provider shall conduct e-auction directly and in no case shall appoint any other dealer/trader/auctioneer etc for this purpose.
14. The Service Provider, its staff/agents or any representatives will not bid for purchase of any Lot/material, either directly or indirectly and also will not have or acquire any interest therein.
15. The materials to be e-auctioned are the property of SELLER and the Service Provider shall have no authority or domain over the same.
16. On signing by both parties i.e. SELLER and Service Provider on this agreement, the Service Provider shall register RSRTC as "SELLER" for the forward e-auction on his website to be used for this purpose without imposing any registration charges.
17. The auction will be conducted as and when required by RSRTC.
18. Generally SELLER shall furnish the list/lot of items/materials to be e-auctioned. However, the Service Provider will guide for making proper Lots so as to fetch /generate better bids. Acceptance of guidance of Service Provider will be at the discretion of SELLER.
19. The Service Provider must have adequate infrastructure to arrange e-auctions of bigger volume and variety materials for disposal in an organization like State Road Transport Corporations. Such infrastructure resources should be available to conduct e-auction throughout Rajasthan.
20. Personnel of Service Provider should be well qualified & experienced in the highly intricate type of business to deal with e-auction.
21. The Service Provider must be well versed to the different related aspects of e-auction; such as lot segregation, necessary arrangement to conduct e-auction in a highly profitable way, sensitive to various different situations and unpredictable problems efficiently. The Service Provider should also be well versed in evaluating response of bidder for maximum returns etc.
22. The Service Provider will pursue the successful bidder so as to ensure for payments/deposits timely.

23. The Service Provider should be well conversant with the delivery schedules/procedure and all other related works and will be required to coordinate & assist the successful bidder as well as the SELLER to have an effective & successful deal.
24. Since e-auction is a web-based system, the Auctioneer shall ensure that maximum publicity of the e-auctions through internet. The detail of materials to be auctioned Individual notices by e-mail to all the prospective bidders registered with them.
25. The Service Provider will coordinate with SELLER to activate e-auction at scheduled time and date.
26. At closure of e-auction within scheduled time or extended time, the website of Service Provider shall automatically get locked so that participants could not enter their bids thereafter.
27. In the event of termination of contract by either party and at any stage during tenure of the agreement or conclusion of agreement or after expiry of agreement period (with or without extension), the Service Provider shall render their services within the scope of this contract till Complete Execution of Running e auction or the sale orders booked/issued on or before the date of termination/conclusion.
28. The agreement may be terminated by either party with clear one month prior notice in writing to the other party of his intension to do so before the expiry period of agreement.
29. This agreement is subject to force majeure. The force majeure shall mean only act of God, epidemic, earth quake, landslides, volcano, eruption, floods, cyclone, lighting, war, invasion, armed conflict or any other activity of foreign enemy like blockage embargo, terrorist attacks and any other unforeseen natural disaster beyond the control of human beings.
30. If Service Provider fails to comply with this agreement, a notice will be issued to him to rectify the same. A final notice will also be given to Service Provider to comply with the agreement. If after giving such notices, the Service Provider does not comply with the agreement and due to such a situation, there is loss to SELLER then the agreement will be terminated by the SELLER with forfeiting Perform Security Deposit of Service Provider.
31. Procedure of e-auction:
  - i. As soon as the Service Provider received the details of materials to be e-auctioned, he will upload/publish the details of materials to be e-auctioned on his website for e-auction with the consultation and direction of SELLER along with changes in terms & conditions if any.
  - ii. All the goods/ materials to be e-auctioned will be e-auctioned As per RSRTC e-Auction Terms and conditions.
  - iii. If any intending bidder wants to see/inspect the material/goods to be e-auctioned will be allowed to see/inspect during working hours and working days of the concerned unit of SELLER at the places where the materials to be auctioned are lying. The inspection will be permitted only for five days prior to the date of e-auction but not on the date of e-auction.
  - iv. Eligibility: Any Indian Buyer (viz. individual, partnership firm, companies etc.) can participate in e-Auction for legal business in India.
  - v. Registration: The Service Provider will provide facility on his website for registration for intending bidders on prescribed terms & conditions and by depositing Rs. 590/- (including GST as applicable) through online payment in favor of SELLER by the intending bidder. For registration, the Service Provider will upload a prescribed form on the website which will be remained uploaded on the website. The intending bidder shall apply along with the required documents as prescribed such as PAN along with himself Passport size photograph etc. Registration can be made only online. If intending bidder is other than individuals then the authorized person of such entity/concern will apply for registration. For identification of such authorized person, the intending bidder should also enclose it's duly passed resolution, copy of registration in which such person is entitled to participate in e-auction. Service Provider will do needful arrangement in his e-auction website for identification of intending bidder. If registration of any intending bidder could not be made, then reasons of non registration should be communicated by Service Provider to intending bidders and such information should also be reported to SELLER by Service Provider immediately. After the registration, all-prospective bidders will have an auto generated "Unique

User ID" & a "password" based on which they can log in. Details of the registration process with the Service Provider will be available in their respective websites. The Service Provider shall issue "Photo Identity Card" to their registered bidders duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them. The Service Provider shall communicate the "Unique registration number" of the registered bidders to SELLER. Only one registration will be made against one PAN number/entity.

- vi. The bidder who wishes to participate in the e-auction will have to deposit bid security deposit equal to 2% of bid start price and Bid security deposit shall be refunded to unsuccessful bidder after completion of auction process.
- vii. Bidding Process: The registered Bidders who have deposited prescribed Bid security deposit can only participate in e-auction and shall be required to record their acceptance after login of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process. Before participating in e-Auction, bidders are to satisfy themselves with the quality, quantity, place at where the materials being offered for e-auction are lying, terms & conditions of e-auction, e auction process etc. Such Intending Bidders are entitled to Bid for the quantity to the extent of amount of EMD for which is available with the Service Provider in the bidder's account at the time of bidding. The bidders while bidding shall quote their "Bid Price" per unit as mentioned in the documents and in Indian Rupee exclusive of other charges like GST, TDS, other statutory levies, transportation charges etc. These will be applicable as extra as per prevailing rates.
- viii. The date, time and period of e-Auction as notified in advance including closing time on portal of Service Provider shall be adhered to but for the event of force majeure.
- ix. While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highest Bid price at that point of time. The system will not display the name/code/identity of participating bidder. The system will also not allow a Bidder to Bid in excess of his entitled quantity as per his EMD.
- x. For awarding the e-auction, final award will be given in favor of the highest bid price. But the decision of SELLER will be final i.e. it will not be necessary to award the auction in favor of highest bidder.
- xi. After completion of e-auction process, the Service Provider will have to submit to SELLER the copies of all Bid sheets/bid history, name & address of bidders, GST No., PAN, bidder-wise statement of participation along with sign of successful bidder and other information as required by SELLER from time to time.
- xii. E-auction committee of SELLER will have full powers either to accept or reject any bid without assigning any reason. The decision of the committee will be intimated to Service Provider and the Service Provider will issue Acceptance Letter on behalf of SELLER to the successful bidders as per decision of E-Auction Committee of SELLER and the Service Provider will also inform to successful bidders by mail, e-mail fax etc.
- xiii. The successful bidder shall deposit estimate auction amount in the bank account of concern unit/HO of corporation in following manners through RTGS or Demand draft.

**A. In case of material (other than condemn buses with or without any assembly)**

- (i) The successful bidder shall deposit 15% of total estimate value within 3 days from acceptance letter and remaining amount of estimate value within 10 days from acceptance letter in the RSRTC bank account. After this period the bidder can deposit remaining amount with interest @ 15 % per annum up to next 30 days. If a bidder fails to pay any amount at any stage in prescribe time as above all amount including bid security deposit deposited by the bidder will be forfeited and no claim will be accepted and the said bidder will be debarred for next one year.
- (ii) At the time of delivery of auctioned material the difference amount of estimated and actual amount of auctioned material and taxes (as applicable) will be paid by bidder in form of RTGS/NEFT/DD to concern unit.

- (iii) Ground Rent:- The successful bidder should collect auction material within 30 days from the date of acceptance letter. After 30 days the ground rent will be charged @ Rs. 200/- per day per lot for next 15 days. After 45 days from the date of acceptance letter, amount deposited by the bidder for auctioned material including bid security deposit will be forfeited in the interest of the corporation and no claim will be accepted.
- xiv. At the time of delivery of e-auctioned material, the difference amount of estimated amount and actual amount of e-auctioned material and taxes, ground rent, interest etc. will have to be paid/deposit by the successful bidder in respective unit in cash/DD otherwise delivery of material will not be given.
- xv. In case of unsuccessful bidders, EMD shall be refunded by the Service Provider/SELLER as the case may be, after the auction is over.
- xvi. SELLER reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard on that count.
- xvii. Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- xviii. **Dispute Resolution: -**
- 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.
- xix. Bidders who want to participate in the e-auction of Battery and Brunt Oil will have to submit authorization certificate from competent authority for use, re-process of these materials.
- xx. The materials will be e-auctioned on Lot, Number, and Weight etc as the case may be, basis. Quantities, qualities, sizes measurement numbers and weight as state in the website & catalogue are approximate and no warrantee and guarantee shall be implied. Materials are sold on the assumption that bidders have inspected the lots and know what they are buying. No complaints will be entertained and no reliance must be placed on any description.
- xxi. Non-Delivery: Where materials are e-auctioned on the basis of Lot and not by number or unit, if lot/s are found deficient in quantity, quality, size, number and weight as stated in catalogue/website, the successful bidder shall have no claim against the SELLER & Service Provider for refund of whole or any part of the deposited money or loss of profit /interest/damages etc. If at the time of delivery, the material is short than the quantity/weight mentioned, the successful bidder will have to take delivery of such short materials. Similarly if material is in excess then the quantity/weight mentioned then the successful bidder will have to take delivery of excess material also and the successful bidder will have to pay balance amount.
- xxii. Ground Rent: -The successful bidder should collect auction material within 30 days from the date of acceptance letter. After 30 days the ground rent will be charged @ Rs. 200/- per day per lot for next 15 days. After 45 days from the date of acceptance letter, amount deposited by the bidder for auctioned material including bid security deposit will be forfeited in the interest of the corporation and no claim will be accepted.
- xxiii. The successful bidder shall deposit estimate auction amount in the bank account of concern unit/HO of corporation in following manners through RTGS or Demand draft.
- In case of vehicle with or without assembly.**
- (i) Successful bidder shall deposit 15% of total estimate value within 3 days from acceptance letter and remaining amount of estimate value with taxes(as applicable) as per schedule mentioned below from the date of acceptance letter in the Bank account of concern unit/HO of corporation.

S.no.	No. of Vehicles auctioned	Time fixed for deposit
1	0 to 10 Vehicles	10 Days
2	11 to 20 Vehicles	15 Days
3	21 to 50 Vehicles	30 Days
4	51 to 100 Vehicles	50 Days
5	101 to 200 Vehicles	150 Days
6	201 to 300 Vehicles	250 Days
7	301 to 400 Vehicles	350 Days
8	above 400 Vehicles	450 Days

- (ii) The bidder can deposit outstanding amount with interest @ 15 % per annum within 30 days from due date.

If bidder fails to pay any amount at any stage in prescribe time as above, all amount including bid security deposit deposited by the bidder will be forfeited. No claim will be accepted and the said bidder will be debarred for next one year.

- (iii) **Ground Rent**

The successful bidder should collect vehicles as per schedule mentioned below :-

S.no.	No. of Vehicles auctioned	Time fixed for collect vehicles
1	0 to 10 Vehicles	15 Working Days
2	11 to 20 Vehicles	20 Working Days
3	21 to 50 Vehicles	40 Working Days
4	51 to 100 Vehicles	80 Working Days
5	101 to 200 Vehicles	210 Working Days
6	201 to 300 Vehicles	340 Working Days
7	301 to 400 Vehicles	450 Working Days
8	above 400 Vehicles	540 Working Days

After completion of prescribed working days, ground rent will be charged @ Rs. 200/- per day per bus up to next 10 days.

If he fails to collect the vehicles with in prescribed time, all amount deposited by bidder including bid security deposit will be forfeited and no claim will be accepted.

- (iv) The delivery of auctioned material/vehicles will be made by unit concern after receipt of total value of auctioned material/vehicles including taxes, interest, ground rent etc.

xxiv. Delivery of Sold Materials: The concerned officer of SELLER will issue sale order with copy to concerned Accounts Officer, Successful Bidder and Service Provider. On the basis of this sale order, the successful bidder will make payment of balance amount to the concerned unit of SELLER either in DD/RTGS/NEFT and shall obtain receipt thereof. After making the payment, the successful bidder will approach to concerned officer in charge of stores for release order of the good sold to him. The officer in charge will make necessary arrangements for giving the delivery. The sold material shall be removed by the successful bidder for the side of accumulation within the prescribed period in working days from the date of acceptance of bid. Deliveries will be made only during working hours on all working days on presentation of release order issued by store in charge. The successful bidder will make his own arrangement for loading, unloading, transportation and he will not be entitled to claim any facilities or assistance regarding above from the SELLER. Here it is also worthwhile to mention that in some of the cities where materials are laying in the units of SELLER remains no entry of some type of vehicles. In such a case all formalities will be made during office hours in concerned unit of SELLER but

the work of loading, unloading & transportation will be completed as per Traffic Rules of concerned city and mutual understanding of SELLER and successful bidder.

xxv. The successful bidder will have to inform the Head of concerned unit head before two days in advance when he wants to take delivery of auctioned materials.

32. In addition to the above, All the Terms and conditions mentioned in Tender documents shall prevail.

33. Jurisdiction: Jurisdiction on litigation will be at Jaipur only.

34. In case of Auction of used batteries, The Service Provider must comply with 'Batteries (Management and Handling) Rules 2001

Successful bidder

Date:

Witness sign:  
Name of Witness:

For RSRTC

(Financial Advisor)  
RSRTC, H.O.,  
Parivahan Marg, Jaipur

Date:

Witness sign:  
Name of Witness: