

# Service & Maintenance of EPABX System ,Wiring & Telephone Instrument For RSRTC

RFP No. 559/2025/

Date: 01/07/2025

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# Rajasthan State Road Transport Corporation Head Office, Jaipur

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Signature and Seal of the Bidder

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## 1. ABOUT RSRTC:

Rajasthan State Road Transport Corporation is the Rajasthan State Government establishment for providing interstate and intercity bus services. Currently, RSRTC is the largest intercity bus transport service provider in Rajasthan.

It was established on 1<sup>st</sup> October 1964 under Road Transport Act 1950, with headquarter in Jaipur. Initially it was started with 421 buses, running forty five thousand kilometers among 8 Depots and carries twenty nine thousand passengers daily. Right now RSRTC have 4500 buses and 56 depots which runs approx. 12 lakh kilometer and carry 8 lakh passengers daily. Currently, RSRTC provide services in Rajasthan, Gujarat, Haryana, Uttar Pradesh, Delhi, Himachal Pradesh, Uttarakhand, Madhya Pradesh, Jammu & Kashmir, Chandigarh and Maharashtra.

At present RSRTC have ordinary, express, deluxe, semi deluxe, Air Condition, Luxury Services (Volvo, Scania ), and sleeper buses in his fleet.

## 2 PURPOSE OF THE BID:

RSRTC intends to published the bid for reputed firm for service & maintenance of EPABX system , wiring & telephone instrument.

## 3 RFP ISSUER:

Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan.

## 4 PRICE OF RFP

The price of this RFP document is Rs. 590/- (Rupee Five Hundred Ninety Only) inclusive GST. This amount will be Non-Refundable. Bidders have to pay the cost of the RFP in the form of DD/Bankers Cheque which should be in favor of "Financial Advisor, Rajasthan State Road Transport Corporation" payable at Jaipur.

RFP Document should be downloaded from RSRTC website i.e. <http://transport.rajasthan.gov.in/rsrtc> or <https://www.eproc.rajasthan.gov.in> and <https://sppp.rajasthan.gov.in>

## 5 NON - TRANSFERABLE RFP

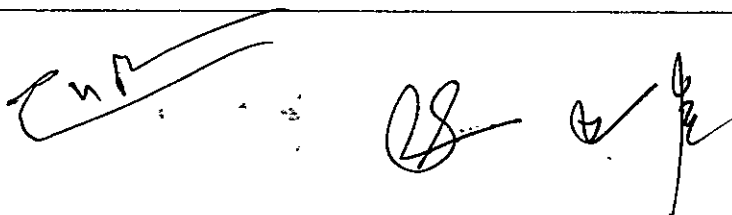
This Request for Proposal (RFP) is not transferable. The bidder, to whom the Bid has been issued, only can participate in the bid.

## 6. BID SUBMISSION

The bidders are expected to submit their offers in two parts namely, "Technical Bid" and "Financial Bid" in the format has given in this document.

- a. **Technical Bid:** All the required documents along with fee submitted by the firm will be scanned and uploaded on E-Procurement Portal as mentioned in the NIB. Conditional bid would be out rightly rejected.
- b. **Financial Bid:** Financial Bid forms must be submitted as prescribed format of BOQ (Bill of Quantities) in (.xls) only.
- c. All required fee such as Bid Document Fee, Bid Processing Fee and Bid Security Deposit (BSD) in terms of DD/Bank Guarantee should reach physically at concerned office before time as mentioned in the key events other wise the bid is liable to be rejected due to non-compliance of RTTP Act 2012 Rules 2013 terms and conditions.

## 7. CORRESPONDENCE AND SUBMISSION DETAILS:



**Bid Inviting Authority:**

Executive Director(Admin)  
Rajasthan State Road Transport Corporation,  
Head Office, Parivahan Marg, Chomu House,  
Jaipur - 302001, Rajasthan

**Contactfor Technical Issues:**

Telephone Monitor (EPABX)  
Rajasthan State Road Transport Corporation Head  
Office, Parivahan Marg, Chomu House, Jaipur -  
302001, Rajasthan  
Tel. No—0141-2373051  
Website:<http://transport.rajasthan.gov.in/rsrtc>  
E-mail: [eda.rsrtc@rajasthan.gov.in](mailto:eda.rsrtc@rajasthan.gov.in)

**8. KEYEVENTS:**

S.No	Event'sName	Date&Time
1	Issue of RFP	02/07/2025 Time 12 .00pm
2	Pre Bid Meeting	04/07/2025 Time 15 .00pm
3	Bid Submission start Date	02/07/2025 Time 12 .00pm
4	Last date of Bid submission	11/07/2025 Time 12 .00pm
5	Opening of Technical Bid	11/07/2025 Time 15 .00pm
6	Opening of Financial Bid of the Technically Qualified Bidder	Will be intimated later
7	Bid Security Deposit (BSD) Fee	Rs.5000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
8	Bid Document Fee	Rs.590/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
9.	Bid Processing Fee	Rs.500/- in favor of "MD,RISL" payable at Jaipur Rajasthan.
10	Bid Validity Period	90 Days

**Note:-**

1. Submission of the required fee (bid document fee, processing fee and bid security deposit) should reach physically till the bid submission date up to 10.00 AM .
2. All above events will be held at Head Office Rajasthan Road State Transport Corporation, Jaipur
3. In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

**Bid Inviting Authority:**

Executive Director(Admin)  
Rajasthan State Road Transport Corporation,  
Head Office, Parivahan Marg, Chomu House,  
Jaipur - 302001, Rajasthan

**Contact for Technical Issues:**

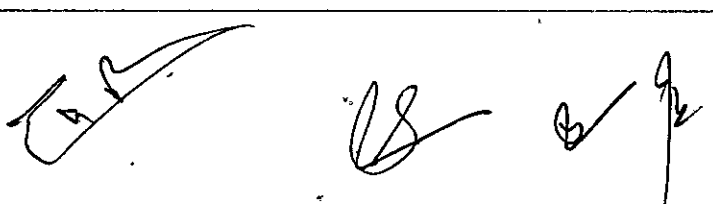
Telephone Monitor (EPABX)  
Rajasthan State Road Transport Corporation Head  
Office, Parivahan Marg, Chomu House, Jaipur -  
302001, Rajasthan  
Tel. No—0141-2373051  
Website:<http://transport.rajabthan.gov.in/rsrtc>  
E-mail: [eda.rsrtc@rajabthan.gov.in](mailto:eda.rsrtc@rajabthan.gov.in)

**8. KEYEVENTS:**

S.No.	Event's Name	Date & Time
1	Issue of RFP	2-7-2025 12.00 PM
2	Pre Bid Meeting	4-7-2025 15.00 PM
3	Bid Submission start Date	2-7-2025 12.00 PM
4	Last date of Bid submission	11-7-2025 12.00 PM
5	Opening of Technical Bid	11-07-2025 15.00 PM
6	Opening of Financial Bid of the Technically Qualified Bidder	Will be intimated later
7	Bid Security Deposit (BSD) Fee	Rs.5000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
8	Bid Document Fee	Rs.590/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
9.	Bid Processing Fee	Rs.500/- in favor of "MD,RISL" payable at Jaipur Rajasthan.
10	Bid Validity Period	90 Days

**Note:-**

1. Submission of the required fee (bid document fee, processing fee and bid security deposit) should reach physically till the bid submission date up to ..... hrs. 10.00 PM
2. All above events will be held at Head Office Rajasthan Road State Transport Corporation, Jaipur
3. In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.



## 9. ELIGIBILITY CRITERIA:

Eligibility Criteria		
A.	The Bidder should be a company registered under companies act, 1956 / partnership Firms registered under limited liability partnership act 2008 / partnership Firm registered under Indian partnership Act 1932 and The Bidder should be a company registered under companies act, 1956 / partnership Firms registered under limited liability partnership act 2008 / partnership Firm registered under Indian partnership Act 1932 & Proprietor firms can also participate	Copy of certificate of In Corporation / Registration number.
B.	The Bidder shall provide an attested copy of :- A. PAN card B. GSTIN	Relevant document attested by the bidder.
C.	Bidder should not be blacklisted/ banned/debar by any Central/State Government /PSU/ Government Agencies. An undertaking on Rs. 100/- Non-judicial stamp paper to be submitted.	
D.	The Bidder should have at least one Operational/Maintenance office in Rajasthan (Enclosed: attached proof on letter head)	
E.	The bidder should submit an undertaking on their letterheads to the fairness of these documents in support of their claim while submitting the proposal. (Enclosed: attached proof on letter head)	
F.	The bidder Shall provide a work experience certificate of at least one year in repair & maintenance of EPABX system in any GOVT . Organization / private sector .	

## 10 BID SECURITY DEPOSIT:

The Bidder shall furnish the Bid Security Deposit as part of this bid;

1. The BSD is required to protect RSRTC against the risk of Bidder's conduct which would warrant the BSD's forfeiture.
2. The BSD of Rs. 5,000/- (Rs. Five Thousand Only) shall be submitted in the form of a Banker's cheque/DD/bank guarantee issued by a Nationalized / Scheduled Bank.
3. No interest amount payable on the Bid security and it shall be valid till 90 days of the publishing of the bid.
4. Unsuccessful Bidder's BSD will be discharged/returned after signing of the contract with the successful Bidder. No interest will be paid by RSRTC on the BSD amount.

Signature and Seal of the Bidder

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**The BSD may be forfeited:**

- If a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- If the Bidder is found to have submitted false particulars/fake documents; or
- If the Bidder is found to have indulged in corrupt practices or manipulation of rates by cartelization; or
- To sign the Contract in accordance with draft mentioned in the annexure of this; or
- In the case of a successful Bidder fails to sign the contract in accordance with draft mentioned in the annexure of this; or;
  - RSRTC will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
  - Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

**11. PERFORMANCE SECURITY DEPOSIT :**

1. Within 7 days of the receipt of notification of award from RSRTC, the successful Bidder shall furnish the Performance Security Deposit of 5% of the total contract value (based on quoted price in financial bid) valid for entire contractual period plus 3 months extra in accordance with the Conditions of Contract.
2. Performance Security Deposit can be in the form of Bank Guarantee/DD/Banker's Cheque in favor of "Financial Advisor, RSRTC" payable at Jaipur as per the guidelines of RTPP Act, 2012 and RTPP Rules, 2013.
3. No interest amount will be payable on the Performance Security Deposit.

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Signature and Seal of the Bidder

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## 12. INSTRUCTION TO BIDDER:

### Prevailing Law:

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force with effect from 26 January, 2013 which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Applicant / 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.

### Amendment of RFP Document :

1. At any time prior to the last date for receipt of bids, RSRTC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. It shall not be mandatory for RSRTC to disclose the reasons for this change.
2. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, RSRTC may, at its discretion, extend the last date for the receipt of Bids.
3. RSRTC may at any time during the bidding process request the Bidder to submit revised Technical/ Financial Bids and/or Supplementary Financial bids without thereby incurring any liability on RSRTC to the affected Bidder or Bidders before opening of financial bids.
4. Bidders should make note of any amendments and corrigendum issued at any time by RSRTC and publishing on department website and the same must be submitted as enclosure of RFP document.

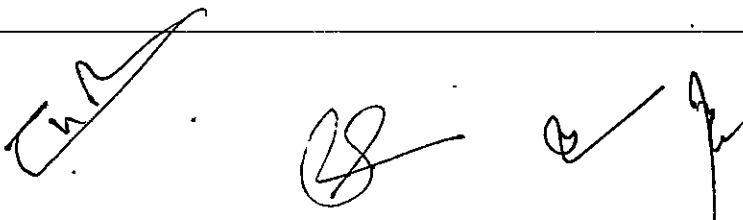
### Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RSRTC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

### Bid Price

The Bidder shall quote in the Form prescribed for financial bid;

- The Bidder shall prepare the bid based on details provided in the RFP documents. The Bidder shall carry out all the tasks in accordance with the



Requirement of the RFP documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP documents.

- The Bidder as part of its Financial Bid should account for all out of pocket and other expenses that the Bidder shall incur during the contract period.

### **Firm Price**

1. Prices quoted and negotiated must be final and shall remain constant through out the period of the contract and shall not be subject to any upward modifications, on any account whatsoever.
2. RSRTC reserves the right to validate the technical specifications supplied with respect to specifications as provided in RFP using competent technical committee.
3. The Financial Bid should clearly indicate include all taxes.
4. In case the taxes are not including in bid prices, the amount so mentioned would be deemed as inclusive of taxes.
5. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid shall be rejected summarily.

### **Authorized Signatory**

1. For the purpose of submission of the bid, the Bidder may be represented by either the Principal Officer (MD/CEO/Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority (Power of Attorney or Board Resolution) or the firm should also submit the letter of authority issued by competent authority .
2. All certificates and documents (including any clarifications sought and any subsequent correspondences ) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.

### **Period of Validity of Bid**

1. Bids shall remain valid for period of 90days from opening of the financial bid. A bid valid for a shorter period shall be rejected by RSRTC as non- responsive and shall not be taken up for evaluation purposes.
2. RSRTC may request the Bidder(s) for an extension of the period of validity of the bids.
3. The request and the responses thereto shall be made in writing (by letter or by e-mail). The validity of Bid Security Deposit shall also be duly extended in accordance to mutual consent of the bidders.

### **Local Conditions**

1. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors at the respective locations, head office RSRTC that would have any effect on the performance cost.

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2. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost. RSRTC shall, however, provide him necessary permissions if the details of the visit schedule are made available in advance.

**Last date of Receipt of the Bid :**

1. Bid will be received by online mode but not later than the time and date specified in **Key Events & Date**.
2. RSRTC may, at its discretion, extend the last date for the submission of bids by issuing a corrigendum and amending the dates provided in Key Events & Date, in which case all rights and obligations of RSRTC and Bidders previously subject to the last date will there after be subject to the last date as extended.

**Evaluation of Bid**

**Evaluation**

**Methodology**

RSRTC will examine the bids in two phases.

**1. Phase1-Technical Evaluation**

All bids will go through an evaluation against the Eligibility Criteria as mentioned in this bid. Only those bidders who meet the Eligibility Criteria would be considered for Phase 2 of the evaluation process.

**2. Phase2-Financial Evaluation**

The financial bids of the bidders qualifying Phase 1 of evaluation shall be opened in the presence of the representatives of the qualified bidders. The bid shall be awarded on the basis of lowest cost based selection (L1) method.

**RSRTC Right to accept any bid or Reject any or all bids**

RSRTC reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without there by incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RSRTC action.

**13. SCOPE OF WORK for AMC of EPABX system :**

**1. General Description**

This scope of work outlines the responsibilities and services to be provided under the Annual Maintenance Contract (AMC) for the EPABX system installed at Head office RSRTC.

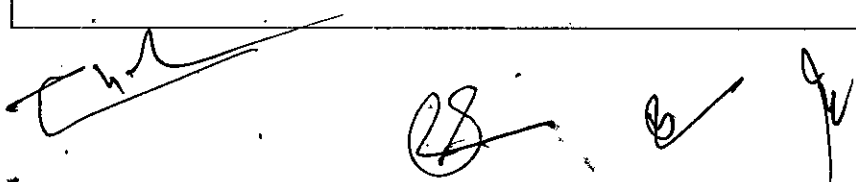
**2. Equipment Covered**

EPABX Main Unit (Make/Model)

Operator Console

Extension Lines (Analog/Digital/IP)

Related accessories and cabling



### 3. Maintenance Services

The selected vendor shall provide the following services:

#### 3.1 Preventive Maintenance

Scheduled maintenance once every quarter (4 times a year).

Inspection of hardware components.

Cleaning of system units and associated equipment.

Software check and updates if required.

Checking of extension lines for proper functionality.

#### 3.2 Corrective Maintenance

Attending to breakdown calls within agreed response times.

Repair or replacement of faulty components ( excluding consumables or if otherwise specified).

Restoration of full system functionality in case of malfunction.

Diagnosis and troubleshooting of faults.

### 4. Response and Resolution Time

Response Time: Within 12 hours from the time of complaint (during working hours).

Resolution Time: Within 24 hours of complaint logging or as mutually agreed based on the severity of the issue.

### 5. Spare Parts

The contractor shall maintain a stock of essential spare parts.

Cost of replacement parts to be included/excluded (based on AMC type – comprehensive/non-comprehensive).

### 6. Reporting

Maintenance visit reports to be submitted after each service.

Detailed incident reports for any major issues.

Monthly summary reports on system health and calls attended.

### 14. Obligation of RSRTC:

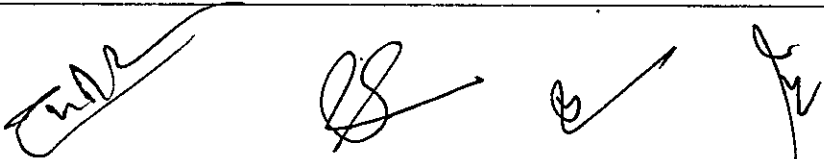
1. RSRTC shall provide proper power source & working space for maintenance .

### 15. PROJECT IMPLEMENTATION PLAN:

The time line to the project within Seven days from work order. The work will start from the date mentioned in the work order .

### 16. CONTRACT PERIOD:

The contract period shall be One years after issuing the work order. Contract period can be extended with mutual consent (bidder and RSRTC) and/or as per RTPP Act 2012 and Rules 2013.

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### 17. LIQUIDATED DAMAGE:

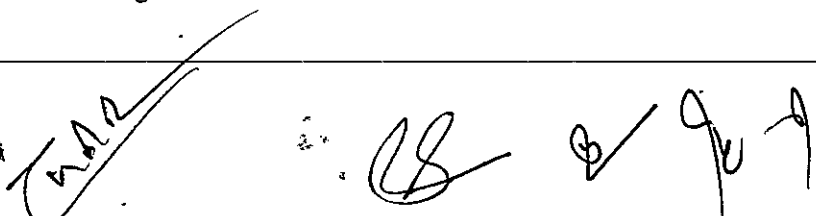
- If the Bidder fails to complete the entire works before the scheduled completion date or the extended date, the RSRTC may without prejudice to any other right or remedy available to the RSRTC as under the Contract;
  - (i) Recover from the Bidder, as liquidated damages and not by way of penalty for a delay of Rs. 500/- per day beyond the Scheduled completion date or extended date. For the purpose of liquidated damages, the scheduled completion date will be taken as the date of completion and acceptance of all the activities till Certifications of successful operations of the integrated solution completion given to Bidder by RSRTC and/or
  - (ii) Terminate the contract or a portion or part of the work thereof. The RSRTC shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the RSRTC.

### 18. TERMINATION: Default is said to have occurred:

- i) If the Successful bidder fails to deliver any or all services as per service standards specified in the agreement.
- ii) If the Successful bidder in the judgment of the RSRTC has engaged in corrupt or fraudulent practices in competing or executing the agreement.
- iii) If the Successful bidder, in either of the above circumstances, does not take remedial steps within a period of fifteen days after receipt of the default notice from the RSRTC (or takes longer period in spite of what the RSRTC may authorize in writing), the RSRTC may terminate the agreement in whole or in part. In addition to above, the RSRTC may at its discretion also take the subsequent actions.
- iv) Risk Purchase :In the event RSRTC terminates the agreement in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Successful bidder shall be liable to RSRTC for any excess costs for such similar services. However, the Successful bidder shall continue performance of the contract to the extent not terminated.

### 19. EXIT PLAN:

- 1. The exit plan will come into effect when the agreement with the existing bidder terminates and another bidder will join the agreement for the remaining period.
- 2. The existing bidder acknowledges that they have agreed to a thirty day exit plan.
- 3. The Exit Plan shall include, without limitation, a schedule of transition of the Services from successful bidder to another bidder.
- 4. The Exit Plan shall set forth the manner and timing in which successful bidder shall provide Exit Assistance Services, including without limitation: (a) making available on a commercially reasonable basis, necessary personnel and resources to facilitate the transition, (b) providing such interim Services as are necessary to



successfully complete the transition, and (c) providing documentation and other materials necessary to enable proposed bidder, or its designee, to assume responsibility for the Services, as mutually agreed in writing by the parties.

**20. Appellate Authority:**

- A. The designation and address of the First Appellate Authority Managing Director, RSRTC, Parivahan Marg, Chomu House, Jaipur.
- B. The designation and address of the Second Appellate Authority Chairman, RSRTC, Parivahan Marg, Chomu House, Jaipur.
- C. In case, the Chairman, RSRTC and Managing Director RSRTC is held by same person then the First Appellate Authority will be Chairman & Managing Director, RSRTC and the Second Appellate Authority will be board of Directors, RSRTC.

**21. DISPUTE & RESOLUTION:**

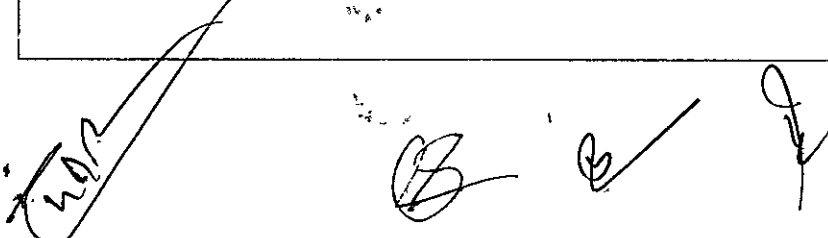
1. **Dispute Resolution:** Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or differences to the Standing Committee constituted vide Rajasthan State Road Transport office order No HO/Law/Gen/17/781 dated 3rd Oct 2017. The Standing Committee so constituted shall ensure full compliance with the office order referred above.
2. Any dispute/Objection regarding the conditions mentioned in all the bid/ contract/ agreement issued by the corporation shall be filled in the competent court located in Jaipur.

**22. INDEMNITY:**

1. Either Party ("Indemnifying Party") hereby agrees to indemnify and holds harmless the other Party ("Indemnified Party"), its affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted by any person including third parties, as such fees and expenses are incurred), joint or several, that arise out of, or based upon
2. Any untrue statement or misrepresentation of a material fact contained in the documents / other material provided by the Indemnifying Party or an omission to state a material fact therein;
3. Any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Indemnifying Party or its directors, employees, personnel or representatives.
4. The remedies provided for in this clause are not exclusive and may not limit any rights or remedies that may otherwise be available to either Party, its directors, employees, personnel or representatives in law or in equity.

**23. OPERATIONS AND SERVICE STANDARDS:**

All operating and servicing standards and procedures will be as mutually agreed upon between the Parties to this Agreement in compliance with the direction of TRAI from time to time. Amendments to the operating and service level standards will not

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Require any amendment to this Agreement, but will be confirmed by prior exchange of letters in writing.

## 24. FINANCIAL BID:

### Financial Evaluation

The financial bids of the bidders qualifying in Phase 1 of evaluation shall be opened in the presence of the representatives of the qualified bidders. The bidder quoting the lowest cost plan quote in their financial proposal as per the forms provided with the Financial Bid, will be evaluated as L1.

### BOQ

Tender Inviting Authority: Executive Director (Admin)

Name of Work :RSRTC Invites bid for RSRTC HO in establish EPABX system repair & maintenance.

Contract No. 2025/

Date: /0 .... /2025

Name of the bidder/ Bidding / Firm / Company:				
<b>PRICESCHEDULE</b>				
( this BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender , Bidder are allowed to enter the Bidder name and values only)				
NUMBE R#	TEXT#	NUMBER#	NUMBER#	TEXT#
SL NO.	Item Description	Basic rate in figures to be entered by the bidder excluding taxes Rs.      p	Total amount with out taxes	Total amount in words
1	2	13	53	55
1.1	Comprehensive Annual maintenance Contract charges with material for the maintenance of the RTPL , Empire EPABX & FCBC , the telephone Instrument and EPABX lines at rsrtc head office jaipur as mentioned in the tender document complete work .			
1.2	Supply and fixing of new 2pair telephone cable (90mtr.) as per IS standard .			
1.3	Supply and fixing of new 6pair telephone cable (90mtr.) as per IS standard			
1.4	Supply and fixing of Roget box .			
1.5	Supply and fixing of new Line code and Spiral code .			
Total in figures				
Quoted Rate in Words				

Signature and Seal of the Bidder

Page 14 of 28



## DRAFT AGREEMENT:

This agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

### BETWEEN

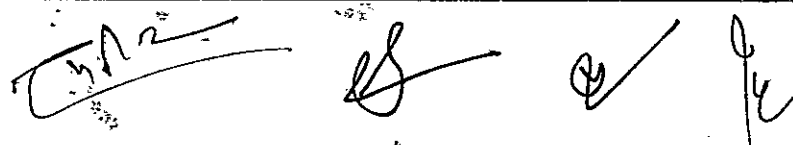
Executive Director(Admin), Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur – 302001(here in after referred to as "RSRTC", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART  
AND

M/s <Name>, <Address>, Phone :<Phone Number>, Fax :<Fax No> (hereinafter referred to as <'NAME'>), which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART

Both the RSRTC and <'NAME'>), shall hereinafter be referred to individually as 'Party' and collectively as 'Parties' in this Contract.

### WHEREAS

- a) The RSRTC, party to the FIRST PART invited RFP vide no. .... Dated .....2025 and subsequent corrigendum (hereinafter called as "RFP").
- b) The <NAME OF BIDDER>, party to the SECOND PART has submitted its offer for such services in accordance with all the terms and conditions stipulated in the RFP.
- c) The FIRST PART has placed work order to SECOND PART vide order no. .... dated ..... for the aforesaid works for a period of One year as per terms and conditions mentioned in the RFP and this Agreement and where as the SECOND PART has deposited a sum of Rs. ..../- as a Performance Security Deposit as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.
- d) The SECOND PART has agreed to provide services as per terms and condition of the RFP, including the terms of this Agreement, and subsequent corrigendum would be treated as a part of this Agreement.
- e) The terms and conditions laid down in the NIB/RFP documents, work order of contract; Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with NIB/RFP shall be deemed to form and be read and constructed as part of this Agreement.
- f) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:



NOW THIS AGREEMENT WITNESSE THAN DITISHERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

In this Agreement unless the context otherwise requires :

- "Agreement" means this Agreement, the Schedules attached hereto and the agreed terms as set out in the RFP including any amendments and modifications to the above from time to time.
- "Confidential Information" means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is :

By its nature confidential or by the circumstances in which it is disclosed confidential; or

Designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

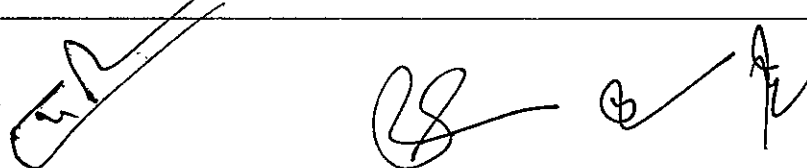
But does not include information which is or becomes public knowledge other than by a breach of this Agreement;

- "Document" means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or / and databases or microfilm or computer generated micro fiche'
- "Contract period" shall refer clause-16
- "Services" means all such services that are set out in the Scope of work as per RFP and includes any amendment, modification, clarification and addition to such Scope of work, as the RSRTC may deem fit and mutually decide upon by both the parties during the Term of this Agreement in order to enable the performance of the System, as set out in this Agreement;

- Bidding Authority refers to ED (A), RSRTC, Jaipur .

**INTERPRETATION:**

- In this Agreement unless a contrary intention is evident
- The clause headings are for purposes of convenience of reference only and do not form part of this Agreement
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses
- Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.
- A word in the singular includes the plural and a word in the plural includes the singular.
- A word importing gender includes any other gender,
- A reference to a person includes a partnership and a body corporate;



- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Agreement and the RFP, the terms hereof shall prevail.

IN WITNESS WHERE OF the Parties here  
to have hereunto set their hands and seal  
the day and year first above written.

\_\_\_\_\_  
Executive Director (Admin),  
Rajasthan State Road Transport  
Corporation, Head Office ,Jaipur

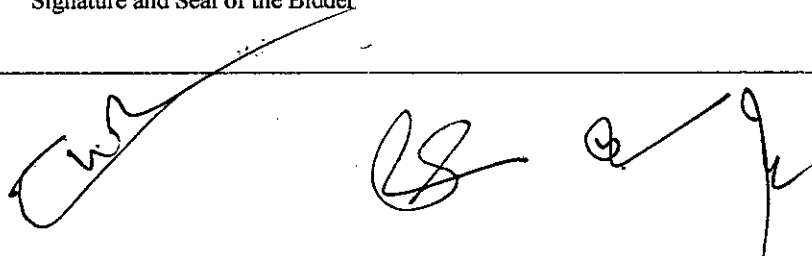
Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory,  
SECOND PART  
ADDRESS

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ANNEXURES:**

**Annexure-1**

**Covering letter for technical  
bid:**

To,  
Executive Director(Admin.)  
RSRTC Head Office,  
Parivahan Marg, C-Scheme  
Jaipur- 302001

Sir,

Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to "XXXX." Under the project 'XXX' in RSRTC as required and outlined in the RFP.

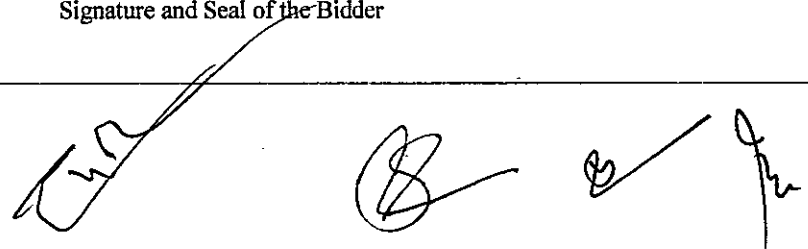
I/ We undertake, if our bid is accepted, to develop the XXX in accordance with the requirements.

I/ We agree to abide by this bid for a period of three months after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We agree to the terms & conditions mentioned in the RFP document. Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature (in the capacity of)  
Duly authorized to sign Bid for and on behalf of

Seal of the Company

The bottom of the page features several handwritten signatures and marks. On the left, there is a large, stylized signature. In the center, there is a circular stamp or seal with a signature inside. To the right of the stamp, there are two more signatures, one of which appears to be a checkmark or a simple 'B' mark.

**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 & Rules 2013 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding 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 are not insolvent, in receiver ship, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of an criminal offence related to my/our professional conduct or the making of false statements 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 proceedings;
5. I/we do not have a conflict of interest as specified in the RTPP-Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/We hereby declare that the in the preparation and submission of proposal, I/We have not acted in collusion with any other bidder and not done any act, deed or thing which is or could be regarded as anti-competitive.
7. I/We hereby further declare that I/we have not offered nor will offer any illegal gratification in cash or any other kind to any person or agency in connection with the instant proposal.

Date:

Signature of the Bidder

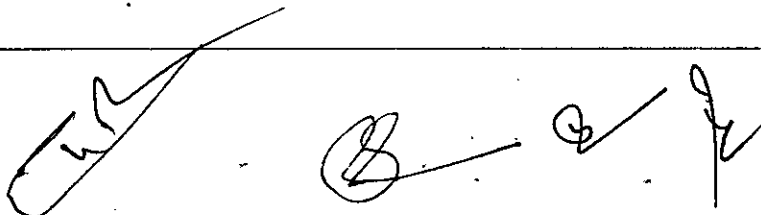
Place:

Name:

Designation:

Address:

Seal of the Company

The bottom of the page features several handwritten signatures and stamps. On the left, there is a large, stylized signature. In the center, there is a circular stamp containing a signature. To the right of the stamp, there are two more signatures, one of which appears to be a checkmark or a simple signature. The overall appearance is that of a formal document with multiple approvals or signatures.

**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 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 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.
- B 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 director in direct 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 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. 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 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.

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Grievance Redressal during Procurement Process:

- A. The designation and address of the First Appellate Authority & Managing Director, RSRTC.
- B. The designation and address of the Second Appellate Authority Chairman, RSRTC.
- C. In case, the Chairman, RSRTC and Managing Director RSRTC is held by same person then the First Appellate Authority will be Chairman & Managing Director, RSRTC and the 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 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:

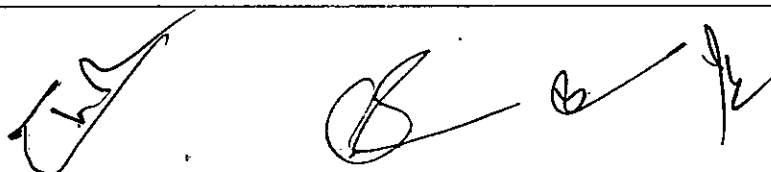
Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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 appeal.
- (3) If the Officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (3), 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 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

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- (a) An appeal under Par a (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 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.
  - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in then a me 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
    - (j) Per use or inspect documents, relevant records or copies thereof relating to the matter.
  - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.





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 that 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:

.....

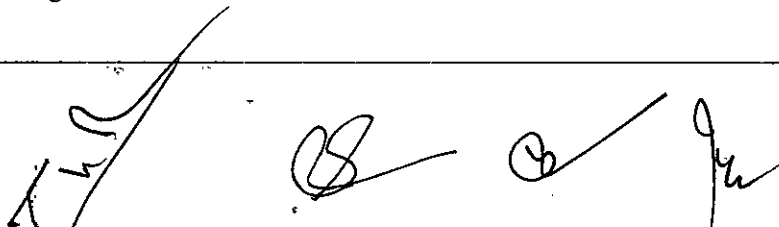
.....

.....

.....  
Place .....

Date.....

Appellant's Signature



To be submitted on Rs. 100/- Non-judicial stamp paper

**Black Listed / Debar Certificate**

Executive Director(Admin)  
RSRTC Head Office,  
Parivahan Marg,C-Scheme  
Jaipur- 302001

Sir,

Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to "XXXX." Under the project 'XXX' in RSRTC as required and outlined in the RFP.

- I/We undertake that as on the date of submission of this bid, we have not been declared insolvent or have not been subjected to any bankruptcy or insolvency proceedings under any law in India
- I/We undertake that as on the date of submission of bid, we have not been disqualified by RSRTC/any Government/Public Sector Undertaking/Autonomous Body for corrupt or fraudulent acts or non-performance.
- I/ We agree to reject out rightly my bid if anything found bogus, misleading or incorrect information.
- We agree to all the terms & conditions mentioned in the RFP document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature (in the capacity of)  
Duly authorized to sign Bid for and on be half of

Seal of the Company



Fairness of Document

{To be submitted on letterhead}

Executive Director(Admin)  
RSRTC Head Office,  
Parivahan Marg,C-Scheme  
Jaipur- 302001

Sir,

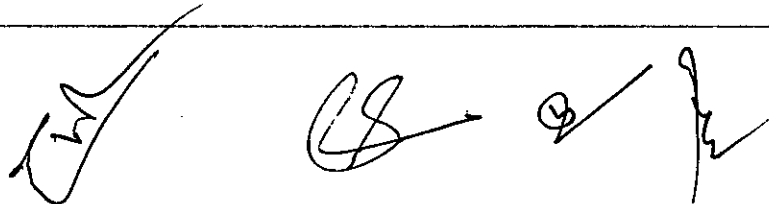
Having examined the RFP Document the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to "XXXX." Under the project 'XXX' in RSRTC as required and outlined in the RFP.

- I/ We undertake, all the documents submitted along with technical/financial bid are true, fair and valid in accordance with the RFP document.
- I/ We agree to reject out rightly my bid if anything found bogus, misleading or incorrect information.
- We agree to all the terms & conditions mentioned in the RFP document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature (in the capacity of)  
Duly authorized to sign Bid for and on be half of

Seal of the Company

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**Bank Guarantee Format – Bid Security**

(To be stamped in accordance with Stamp Act and to be issued by a Nationalized /  
Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

Financial Advisor  
Rajasthan State Road Transport Corporation,  
Head Office, Parivahan Marg, Chomu House,  
Jaipur - 302001, Rajasthan

Sir,

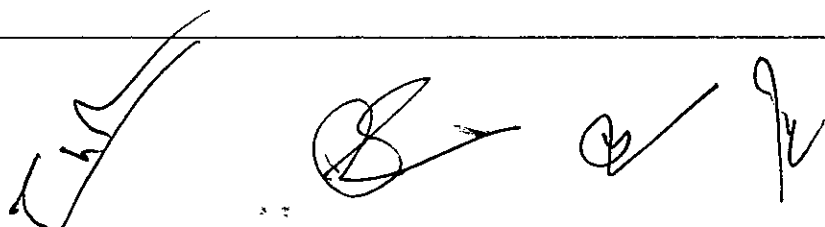
1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <Please specify> M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. .... (Rupees <in words>) > in respect to the NIB Ref.No. .... dated .... issued by Rajasthan State Road Transport Corporation, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan (hereinafter referred to as "RSRTC") by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And where as the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. .... (Rupees <in words> ) > to the RSRTC as bid security deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at ..... ( Here in after referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RSRTC of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RSRTC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the



RSRTC on account thereof to the extent of the Bid security required to be deposited by the Bidder in respect of the said bidding document and the decision of the RSRTC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RSRTC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee here in contained shall remain in full force and effect until it is released by the RSRTC and it is further declared that it shall not be necessary for the RSRTC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RSRTC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

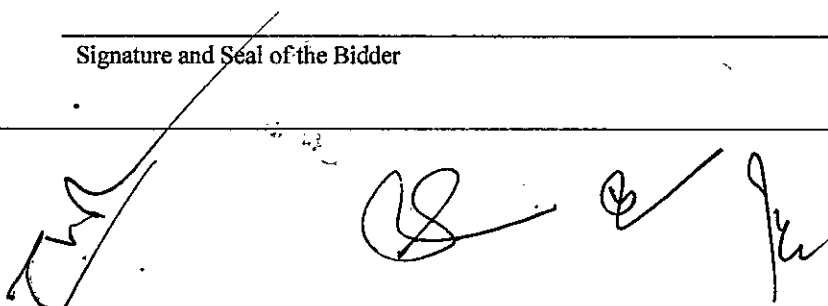
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media like email to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RSRTC to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s..... (Bidder) and/or dispute or disputes are Pending before any court, authority, officer, tribunal, arbitrator (s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

The bottom of the page features several handwritten signatures in dark ink. To the left, there is a large, stylized signature. In the center, there is a circular stamp or seal, partially obscured by a signature. To the right of the stamp, there are two more distinct handwritten signatures. The signatures appear to be of different individuals, possibly representing the Bidder and an authorized signatory.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

Signature and Seal of the Bidder

Page 28 of 28

