

RFP
for
Supply of Computers,
Printers, and UPS's
in
RSRTC

NIB No.: 2026/05
Date: 05/01/2026

Rajasthan State Road Transport Corporation
IT Cell, Head Office, Jaipur

CONTENTS

1. ABOUT RSRTC	3
2. PURPOSE OF THE BID.....	3
3. BID ISSUER.....	3
4. PRICE OF BID	3
5. BID SUBMISSION	3
6. CORRESPONDENCE AND SUBMISSION DETAILS	4
7. KEY EVENTS.....	4
8. ELIGIBILITY CRITERIA.....	5
9. BID SECURITY DEPOSIT	5
10. PERFORMANCE SECURITY DEPOSIT.....	6
11. INSTRUCTION TO BIDDER.....	7
12. SCOPE OF WORK	9
13. PAYMENT TERMS.....	10
14. SERVICE LEVEL AGREEMENTS.....	10
15. CONTRACT PERIOD.....	10
16. LIQUIDATED DAMAGE	10
17. DISPUTE RESOLUTION	11
18. ANNEXURES	13
Annexure-1	13
Annexure-2	14
Annexure-3	17
Annexure-4	18
Annexure-5	21
Annexure-6	22
Annexure-7	23
Annexure-8	26

1. ABOUT RSRTC

Rajasthan State Road Transport Corporation (RSRTC) 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. At present, RSRTC has Ordinary, Express, Deluxe, Semi Deluxe, Air Conditioned, Luxury Services (Volvo, Scania) and Sleeper buses in its fleet.

2. PURPOSE OF THE BID

RSRTC intends to invite bids from suitable authorized dealers/ agencies of Original Equipment Manufacturer (OEMs) for supplying Computers, Printers and UPS's.

3. BID ISSUER

Issuer of the bid is Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan.

4. PRICE OF BID

- a) Price of this bid document is Rs. 1000/- (Rupee One Thousand Only) inclusive of all taxes. This amount is Non-Refundable.
- b) Bidder has to pay price of the bid document in the form of Cash/DD/Bankers Cheque, which should be in the favor of "Financial Advisor, RSRTC" payable at Jaipur.
- c) Bid document can be downloaded from any of the following websites:
 - i. <https://eproc.rajasthan.gov.in>,
 - ii. <https://sppp.rajasthan.gov.in>
 - iii. <https://transport.rajasthan.gov.in>

5. BID SUBMISSION

- a) The bidders are expected to submit their offers in two parts namely, "Technical Bid" and "Financial Bid" in the format that has been given in this document.
- b) All required fee such as Bid document fee, Bid processing fee, Bid Security deposit in terms of Cash/DD/Bank Guarantee/Bid declaration should reach physically at concerned office before time as mentioned in the key events.

6. CORRESPONDENCE AND SUBMISSION DETAILS

Bid Inviting Authority: <u>Executive Director (Traffic)</u> Rajasthan State Road Transport Corporation, Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan Tel No — 0141-2374644 Website: http://transport.rajasthan.gov.in/rsrtc E-mail: edt.rsrtc@rajasthan.gov.in	Contact for RFP related issues: <u>Dy. General Manager (IT)</u> Rajasthan State Road Transport Corporation Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan Tel No — 0141-2360254 Website: http://transport.rajasthan.gov.in/rsrtc E-mail: dgmit.rsrtc@rajasthan.gov.in
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7. KEY EVENTS

S.No.	Event	Date & Time
1	Issue of RFP for Sale	05-01-2026; 17:00
2	Issue of corrigendum, if any	13-01-2026; 16:00
3	Start Date of Bid Submission	13-01-2026; 16:30
4	End Date of Bid Submission	28-01-2026; 15:00
5	Opening of Technical Bids	28-01-2026; 17:00
6	Opening of Financial Bids of the Technically Qualified Bidders	Will be intimated later
7	Bid Security Deposit (BSD Fee)	Rs. 95,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan
8	Bid document Fee	Rs. 1,000/- in favor of "Financial Advisor, RSRTC" payable at Jaipur Rajasthan.
9	Processing Fee	Rs. 500/- in favor of "MD, RISL" payable at Jaipur
10	Bid Validity in days	90 days
11	Tentative Bid Price	INR 46 Lakh

Note:-

- a) All above events will be held at Head Office, Rajasthan Road State Transport Corporation, Jaipur.

8. ELIGIBILITY CRITERIA

Eligibility Criteria	
A.	Bidder should be an Indian Company(s) registered under the Indian Companies Act 1956 or any proprietor/partnership firms or any legal entity registered under Indian Law. (To be enclosed: Certificate/Memorandum)
B.	Bidder should have a minimum average annual turnover of INR 2 crore in the last three financial years. A certificate from a Chartered Accountant firm should be attached with the application clearly stating the year-wise turnover.
C.	Bidder should have executed at least a work order for any central/state Government Organization/PSU/Railway/Metro/Smart City for supplying and installation of computers, printers and other computer equipment's of worth minimum Rs. 10 lakhs in single order. (To be enclosed: Client Certificate/Purchase Order/Work Order)
D.	Bidder shall not be blacklisted/ banned/debarred by any Central/State Government /PSU/ Govt. agency at the time of bidding. An undertaking on Rs. 100/- Non-judicial stamp paper is to be submitted.
E.	Bidder should submit the Manufacturer's Authorization Form (MAF) from the respective OEMs. (To be enclosed: MAF Certificates)
F.	Bidder should submit an undertaking on the company letterhead to the fairness of submitted documents.

9. BID SECURITY DEPOSIT

The Bidder shall furnish Bid Security deposit (BSD) as part of this bid:

- BSD of Rs. 95,000/- (Rs. Ninety Five Thousand only) in the form of a Banker's cheque/DD/bank guarantee/E-BG issued by a Nationalized / Scheduled Bank in favour of "Financial Advisor, RSRTC" payable at Jaipur before opening of the technical bid, otherwise the bid will be rejected.
- No interest amount is payable on the BSD and it should be valid for at least 90 days from publishing date of the bid.
- The BSD of unsuccessful Bidders will be returned after signing of the agreement with the successful bidder.
- In case of Small Scale Industries of Rajasthan, it shall be 0.5% and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of the bid. Concessional bid security may be taken from registered bidders as specified by the State Government.
- In lieu of bid security, a bid securing declaration shall be taken from Department of State Government and Undertakings, Corporation, Autonomous bodies, registered societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

- f) The BSD may be forfeited:
- 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 Lol/Work Order within the specified time;
 - C) when the bidder fails to commence the services or execute work as per work order within the time specified;
 - D) In the case of a successful Bidder:
 - i. if the Bidder fails to sign the contract in accordance with the draft provided at annexure-4 of this RFP; or
 - ii. if RSRTC rejects 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 or in executing the Contract; or
 - iii. if RSRTC has declared a firm ineligible, either indefinitely or for a stated period of time; or
 - iv. 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.

10. PERFORMANCE SECURITY DEPOSIT

- a) Within 15 days of the receipt of notification of award from RSRTC, the successful Bidder shall furnish the Performance Security Deposit (PSD) of 5% of the total contract value (based on quoted price in financial bid).
- b) The PSD should be valid for the entire contract period plus 3 months extra in accordance with the Conditions of the Contract.
- c) Performance Security Deposit can be in the form of Bank Guarantee/DD/ E-BG/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur.
- d) No interest is payable on the PSD.
- e) In lieu of PSD, a performance security declaration shall be taken from Departments of State Government and Undertakings, Corporation, Autonomous

bodies, registered societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

- f) **Forfeiture of Performance Security Deposit:** Security amount in full or part may be forfeited, in the following cases:-
- i. When any terms and conditions of the contract is breached.
 - ii. When the bidder fails to make complete supply/services satisfactorily.
 - iii. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - iv. RSRTC will give 7 days' notice to the bidder before PSD is forfeited.

11. INSTRUCTION TO BIDDER

(A) Law Prevail

- a) 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 Applicants / Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process.
- b) 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.

(B) Period of Validity of Bid

- a) Bid shall remain valid for period of 90 days from the opening of the 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.
- b) RSRTC may request the Bidder(s) for an extension of the period of validity of the bids.
- c) The request and the responses thereto shall be made in writing (by letter or by e-mail). The validity of BSD shall also be duly extended accordingly.

(C) Evaluation of RFP**Evaluation Methodology**

RSRTC will examine the bids in two phases.

1. Phase 1 – 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. Phase 2 – 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 and award the bid on the basis of Lowest Quoted Price (L1).

(D) 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 thereby 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.

12. SCOPE OF WORK

- a. The successful bidder is to supply the computers, printers and UPS's as per the quantity mentioned at Annexure-2.
- b. The technical specifications for all required hardware items as per Annexure-2 item no. 1 to 5.
- c. The bidder should be authorized by OEM. It will have to produce authorized certificate as MAF issued by OEM on its letter head (as per Annexure-3).
- d. Authorized dealer/OEMs must have service center in Rajasthan and have dedicated/ toll free Telephone No. of service support.
- e. Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.
- f. All remittance charges will be borne by the supplier/ successful bidder.
- g. No counter condition shall be accepted.
- h. The successful bidder shall not assign or sublet his contract or any part thereof to any other agency.
- i. **Delivery Period:** Successful bidder shall have to make delivery of ordered items within 30 days from issuing of the work order.
- j. **Warranty/Guarantee & On-site support:** On-site comprehensive warranty will be effective from the date of successful installation and commissioning.
- k. **Transportation:** The obligations for transportation of the Goods shall be borne by the successful bidder.
- l. **Repeat Order:** 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 50% of the value of goods of the original contract as per RTPP Act 2012 Rules 2013.
- m. **Replacement:** In case the material supplied is rejected due to any reason, supplier shall be liable to replace the rejected quantity within 20 days of issue of communication of rejection; otherwise recovery on account of Liquidated Damage. shall be made by RSRTC for delay in replacement, after more than 20 days.
- n. **Insurance:** The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery, in accordance with the applicable terms or in the manner specified in the contract. The insurance charges will be borne by the supplier and RSRTC will not be required to pay such charges, if incurred.
- o. The successful bidder is to provide required software's in original and genuine license keys as per the annexure-3.

13. PAYMENT TERMS

- a. Payment shall be processed after delivery of the items as mentioned at Annexure-2 and on completion of all contractual obligations of the bidder including defect liabilities, if any.
- b. Any liquidated damage amount shall be deducted from the invoice amount.

14. SERVICE LEVEL AGREEMENTS

The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

- a. The successful bidder is supposed to maintain all computer system and printers at the level of depot/bus stand fully functional modes for the entire project period.
- b. The Non-functional items shall be repaired within 72 hrs from the intimation. In case of delay in repairing of the non-functional items, a penalty of Rs. 200/- per item per day will be imposed till repair, subject to maximum capping of twice the price of the item.
- c. Penalty for delay in final execution of the work at all locations will be covered under liquidated damages provisions.

15. CONTRACT PERIOD

The total contract period shall be 'delivery period plus three years' (45 days of delivery period and 36 months of operation & maintenance period) after signing of the agreement.

16. 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; Recover from the Bidder, as liquidated damages and not by the way of penalty for a delay of Rs. 1000/- per day beyond the Scheduled completion date or extended date.

17. DISPUTE RESOLUTION**a. Dispute Resolution:**

1. 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 tenders/contracts/agreements issued by the Corporation shall be filed in the competent court located in Jaipur.

b. First and Second Appellate Authority

Any dispute related to this bidding process arises between the bidder and RSRTC, shall first be settled by the concerned HoD, Procurement Entity.

- First Appellate Authority – Managing Director, RSRTC
- Second Appellate Authority – Chairman, RSRTC

c. Financial Bid**Financial Evaluation**

The financial bids of the bidders qualifying Phase 1 and Phase 2 of evaluation shall be opened in the presence of the representatives of the qualified bidders. The bidder quoting the lowest price shall be treated as L1.

S. No.	Item	Unit Rate (in Rs.) (Incl. all taxes)	
		(in figures)	(in words)
1.	Desktop (including all accessories) as per Annexure-2 (Item-1)		
2.	Duplex Printer as per annexure-2 (Item-2)		
3.	Multifunction (Print, Scan & Copy) Printer as per annexure-2 (Item-3)		
4.	600 VA UPS as per Annexure -2 (Item-4)		
5.	132 Column Dot Matrix Printer as per Annexure – 2 (Item-5)		
	Total		

Note:

The rates are to be quoted by the bidder in figure and words. The rates shall be quoted unconditionally and Conditional bid shall be rejected. Above rates will be including of all taxes such as GST.

18. ANNEXURES**Annexure-1****Bidder's Profile**

(to be submitted on company letter head)

Bidder's Profile		
1.	Name of the Firm	
2.	PAN Card	
3.	GST Registration	
4.	Correspondence Address	
5.	Telephone No. /Fax No.	
6.	Email	
7.	Name of the Authorized Signatory	
8.	Designation	
9.	Mobile	
10.	Remarks	

Annexure-2

Supplying the Bill of Quantity at IT Cell, Head Office, Parivahan Marg C-Scheme Jaipur-302001

S.No.	Item Particulars	Quantity
1.	Desktop PC (Including all accessories)	50
2.	Laser Printers (B & W)	35
3.	Laser Printers (B & W Multifunction)	15
4.	UPS	20
5.	Dot Matrix Printer	5

Note: All above mentioned items must comply with below configuration sheet, though higher configurations will also be considered compliant.

1. Desktop Configuration

Particulars	Description	Compliance (Y/N)
MAKE/MODEL		
PROCESSOR	Intel i5, 13 th Gen. or Higher	
RAM	8GB DDR4 with 2 physical DIMM slots with RAM expandability up to 16 GB	
DISPLAY	19.5" Display with Resolution: 1920 X 1080	
GRAPHICS	Integrated	
AUDIO	Two built-in stereo speakers in the Monitor	
BLUETOOTH	Enabled 4.0 or higher	
Storage	512 GB SSD	
ETHERNET CONTROLLERS	Gigabit Ethernet or higher	
WIRELESS	Wi-Fi b/g/n or higher	
USB Port and Interfaces	Front: 2 USB 2.0, 2 USB 3.1, Rear: 2 USB2.0, 2 USB 3.1, 1 VGA, 1 HDMI.	
KEYBOARD & Mouse	OEM USB keyboard 104 keys and USB mouse	
SECURITY	BIOS password, TPM 2.0	
OPERATING SYSTEM (OS)	Windows 11, 64 bit	
WARRANTY	3 Years OEM onsite warranty	
CERTIFICATION	EPEAT Silver India , FCC , Energy Star 8.0 , CE,MET, ISO 27001, ISO9001, ISO14001, SA8000:2014, ISO 20000-1:2018	
Others	OEM logo should be embossed on Motherboard, Monitor, Keyboard, Mouse etc. Sticker should not be allowed on these items.	

2. Duplex Printer Configuration

Particulars	SPECIFICATIONS	Compliance (Y/N)
Make/Model		
Functions	Print	
Printing Method	Laser (Mono)	
Print technology	Black & White	
Print Speed	20 PPM or Higher	
Duplex	Auto	
Print Resolution	600 x 600 dpi or higher	
Memory	128 MB or higher	
Connectivity	USB, Ethernet, Wi-Fi etc.	
Duty Cycle (Monthly)	5000 pages or higher	
Cartridge	OEM's Black & White cartridge	
Compatible operating systems	Windows 7 , 8 , 10, 11 (32, 64 bit, Linux, Mac OS) or higher	
Cables/Accessories	All the required cables, accessories	
Software Media	Driver & Utility software CD/DVD	
Certifications	BIS, ISO-27001, RoHS	
Warranty	3 Years comprehensive onsite OEM warranty (Same has to be mentioned in OEM MAF)	
OEM Service Centers	OEM should have min. 20 district service centers across Rajasthan. List has to be mentioned with technical bid	

3. Multi-Functional Printer Configuration

Particulars	SPECIFICATIONS	Compliance (Y/N)
Make/Model		
Functions	Multi-Functional (Print, Scan & Copy)	
Printing Method	Monochrome	
Print technology	Laser	
Print Speed	30ppm Monochrome, 1ppm color	
Print Resolution	600 x 600 dpi or higher	
Special Features	Auto-Duplex, Prints up to A3+ (for simplex), Printer Type: Print, Scan, Copy with ADF, Number of Paper Trays: 3 (Front 2, Rear 1), Output Capacity: Up to 125 sheets, A4 Plain Paper, 20 sheets, Premium Glossy Photo Paper, USB Input: High Speed USB, Print Direction: Bi-directional printing	
Connectivity	USB, Ethernet, Wi-Fi etc.	
Duty Cycle (Monthly)	Yield 7500 page black	
Cartridge	OEM's Black & White cartridge	
Compatible	Windows 7 , 8 , 10, 11 (32, 64 bit, Linux, Mac OS) or higher	

operating systems		
Cables/Accessories	All the required cables, accessories	
Software Media	Driver & Utility software CD/DVD	
Certifications	BIS, ISO-27001, RoHS	
Warranty	3 Years comprehensive onsite OEM warranty (Same has to be mentioned in OEM MAF)	
OEM Service Centers	OEM should have min. 1 service centers in Jaipur. List has to be mentioned with technical bid	

4. UPS Specifications

Sr.	Particulars	Specifications	Compliance (Y/N)
1	Capacity	600 VA	
2	Nominal Voltage	220/230/240 Vac 1 Phase	
3	Frequency Regulation	50/60Hz±1.0	
4	Battery Quantity	1x12V/7AHx1	
5	Voltage Full Load	140-300Vac	
6	Backup Range	Minimum 30 minutes	
7	Operating Temperature	0 – 40 degree	
8	Noise Level	< 40 db	

5. Col. Dot Matrix Printer

S.No.	Particulars	Specifications	Compliance Y/N
1	Print Type	Dot Matrix Printer	
2	Pins and column	24 pin, 132 column	
3	Print speed in 12 CPI HSD	400 CPS or higher	
4	Print speed in 10 CPI HSD	340 CPS or higher	
5	Print speed in 10 CPI Draft	260 CPS or higher	
6	Built in Barcode fonts	Min. 8 built in barcode fonts	
7	Built in Indian Language fonts	Yes	
8	Paper Path	Rear and Top and Rear in, Top out	
9	Copy capability	1+3 copies or higher	
10	Input Data Buffer	128 KB or higher	
11	Interface	Parallel, USB 2.0 and Serial	
12	Ribbon Life	3 Million characters or higher	
13	Print Head Life	400 Mn strokes / pin or higher	
14	MTBF	10000 PoH or higher	
15	Operating System support	Windows and Linux	
16	Certifications	BIS, RoHS	

Annexure-3**Manufacturer Authorized Form (MAF)**

(To be submitted on OEMs letter head).

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

Dear Sir/Madam,

1. We (Name of the OEM) who are established and reputed manufacturer of..... (name and description of goods offered) having factories at address of factory) with factory registration no. ----- do hereby authorize M/s..... (Name and address of Dealer/Agency) to submit a bid No..... dated....., and sign the purchase order with you for the goods manufactured by us against the above bid.
2. We hereby declared that the supplied items (hardware and software with license key) are original, genuine and extend our full warranty as mentioned in the bid as 3 years, for the goods and services offered for supply by the above firm against this Invitation for Bid.
3. a) All IT Equipment and related services to be supplied under the Contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India.
b) The supply of finished goods from countries sharing land border with India, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per Rule 13 of RTPP Rules and Government of Rajasthan Notification / Order No. F.2(1)FD/G&TSPFC/2017 dated 01.01.2021,15.01.2021 and 30.03.2021.

Authorized Signatory

(With Name and Full Designation)
Seal and Sign

Annexure-4DRAFT AGREEMENT

This agreement is made and executed on this _____ day of _____, 2026

BETWEEN

Executive Director (Traffic), Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur – 302 001 (hereinafter 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. Dated2026 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 three years as per terms and conditions mentioned in the RFP and this Agreement and whereas 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 NIT/RFP documents, work order of contract; Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with NIT/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 WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement unless the context otherwise requires:

- a) "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.
- b) "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 :
 - i. By its nature confidential or by the circumstances in which it is disclosed confidential; or
 - ii. Designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
 - iii. But does not include information which is or becomes public knowledge other than by a breach of this Agreement;
- c) "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'
- d) "Contract period" shall refer as as per clause-15
- e) "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;
- f) Bidding Authority refers to Executive Director (Traffic), RSRTC, Jaipur.

INTERPRETATION:

- a) In this Agreement unless a contrary intention is evident
- b) The clause headings are for purposes of convenience of reference only and do not form part of this Agreement

- c) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses
- d) 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.
- e) A word in the singular includes the plural and a word in the plural includes the singular.
- f) A word importing a gender includes any other gender,
- g) A reference to a person includes a partnership and a body corporate;
- h) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- i) 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.
- j) 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 hereinto set their hands and seal the day and year first above written.

<hr/> Executive Director (Traffic), Rajasthan State Road Transport Corporation, Head Office, Jaipur Witnesses : <hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> Authorized Signatory, SECOND PART NAME: DESIGNATION: ADDRESS: Witnesses : <hr/> <hr/> <hr/> <hr/>
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Annexure-5**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/ 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 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.

Annexure-6**Declaration by the Bidder**

In relation to my/our Bid submitted tofor procurement ofin 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 receivership, 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 a criminal offense 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.
8. If any information is found to be wrong in any way, then the corporation shall have the right to cancel my bid without prejudice.

Date:

Signature of the Bidder

Place:

Name:

Designation:

Address:

Seal of the Company

Annexure-7**Grievance Redressal during Procurement Process:**

The designation and address of the First Appellate Authority is – MD, Procuring Entity

The designation and address of the Second Appellate Authority is - Chairman, 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 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 authorized representative.
- (6) Fee for filling 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 the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-
 - (i) hear all the parties to appeal present before him; and
 - (j) peruse 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.

[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-8**Additional Conditions of the Contract****1. Correction of arithmetic errors:**

Provided that the Financial Bid is substantially responsive, the Procuring Entity will correct arithmetic errors during evolution financial bid 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 bid evaluation committee 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 clause (a) and (b) above

2. Procuring Entity's right to vary quantity:

- i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation 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 Procuring Entity shall be free to arrange for the balance supply by limited Bidding or other-wise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one bidder at the time of award:

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.

Annexure-9**Format of Bid Security Deposit****{To be submitted by the bidder's bank only }****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)

The Executive Director (Traffic),
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 Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (120 days from the date of submission of bid). It may be extended, if required in concurrence with the bid validity.

And whereas 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..... (hereinafter 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 herein 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 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 thereunder.

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.
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 favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

RSRTC Account on which the amount shall be credited:

A/c Name: Rajasthan State Road Transport Corporation (RSRTC)

Bank Name : ICICI Bank Ltd

A/c Number : 677405000011

IFSC Code: ICIC00067704

A/c Type: Current

Branch Address : Parivahan Marg, Jaipur

In presence of:

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

- (1)
.....
(2)
.....

Bank Details for verification of the Bank Guarantee

Name & address of Bank:

Name of contact person of Bank:

Email-id:

Contact telephone number: