THROUGH E-TENDER

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

NIB NO. RSRTC/ PUR / GM (S/P) 2020-21/11 **Date: ----------**

E-NOTICE INVITING BID

Online tenders are invited for purchase of following items as given below: -

S. No	Group of Item	Eligibility of firms	Estimated value of purchase. Rs.	Cost of tender Documents (not refundable) Rs.	Tender Processing Fee Rs.	Earnest money for financial bid. Rs.	Pre-bid meeting date and Last date of tender submission Opening date of Technical bid.
1	M. S. Welding Electrodes	Manufacturers, OE firms & other manufacturers registered on ASRTU or with other STU's whose annual turnover is more than estimated value of purchase	20 Lakh	1180/-	500/-	40000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
2	M S U Clips	Manufacturers and their authorized dealer/distributors whose annual turnover is more than estimated value of purchase	12 Lakh	1180/-	500/-	24000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
3	Expanded Vinyl Coated Fabric Foam Rexine	Manufacturers, OE firms & other manufacturers registered on ASRTU or with other STU's whose annual turnover is more than estimated value of purchase	70 Lakh	1180/-	1000/-	140000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
4	C.W. Printing Papers 54 GSM in reel and sheets	Manufacturers and their authorized dealer/distributors whose annual turnover is more than estimated value of purchase	30 Lakh	1180/-	500/-	60000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
5	Garage Equipments	Manufacturers and their authorized dealer/distributors whose annual turnover is more than estimated value of purchase	35 Lakh	1180/-	500/-	70000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
6	M.S. Products (Sheet , Angles & Pipes)	Manufacturers and their authorized dealer/distributors whose annual turnover is more than estimated value of purchase	45 Lakh	1180/-	500/-	90000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
7	Aluminum Coil	Manufacturers and their authorized dealer/distributors whose annual turnover is more than estimated value of purchase	22 Lakh	1180/-	500/-	44000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
8	Wiper Arm and Wiper Blade	Manufacturers and their authorized dealer/distributors whose annual turnover is more than estimated value of purchase	06 Lakh	1180/-	500/-	12000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM

9	Synthetic Grease 365 for BS-IV Tata Buses	Chassis Manufactures/ O. E. Firms/ Govt. PSU's whose annual turnover is more than estimated value of purchase	09 Lakh	1180/-	500/-	18000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
10	Automotive Oil Seals	Chassis Manufactures & O. E. Firms whose annual turnover is more than estimated value of purchase	35 Lakh	1180/-	500/-	70000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
11	Automotive Gasket (Essential)	Chassis manufacturers, OE firms & other manufacturers registered on ASRTU or with other STU's whose annual turnover is more than estimated value of purchase	03 Lakh	1180/-	500/-	6000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
12	Ball & Tapper Roller Bearings	Chassis Manufactures & O. E. Firms whose annual turnover is more than estimated value of purchase	40 Lakh	1180/-	500/-	80000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
13	Fan Belt	Chassis Manufactures & O. E. Firms whose annual turnover is more than estimated value of purchase	20 Lakh	1180/-	500/-	40000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
14	Rubber parts (Essential)	Chassis manufacturers, OE firms & other manufacturers registered on ASRTU or with other STU's whose annual turnover is more than estimated value of purchase	10 Lakh	1180/-	500/-	20000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
15	Fuel & Oil Hoses	Chassis manufacturers, OE firms & other manufacturers registered on ASRTU or with other STU's whose annual turnover is more than estimated value of purchase	04 Lakh	1180/-	500/-	8000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
16	Tube Less Radial Tyre Size 295/80R-22.5"	Tyre Manufacturers Co. having O.E. Status for supply of above tyre in Ashok Leyland/ Tata Motors / Eicher / Volvo / Scania	50 Lakh for Six Months	1180/-	1000/-	100000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
17	Radial tyre, tube and flaps size 9.00X20 - 14PR , 10.00X 20-16PR & 215/75R-15	Tyre Manufacturers Co. having O.E. Status for supply of above tyre in Ashok Leyland/ Tata Motors /Eicher/ Volvo	600 Lakh for Six Months	5900/-	1000/-	1200000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM
18	Nylon tyre,tube and flaps size 9.00X20 - 14PR , 10.00X 20-16PR & 7.50X16-16PR	Tyre Manufacturers Co. having O.E. Status for supply of above tyre in Ashok Leyland/ Tata Motors / Eicher	600 Lakh for Six Months	5900/-	1000/-	1200000/-	16.03.2021 15.00 Hrs. 07.04.2021 15.00 Hrs. 08.04.2021 10.00 AM

If any holiday comes on above dates then next working date will be treated for the same. For tendering process tenderer shall obtain the user ID and password for participating in e-tendering system through website **https://eproc.rajasthan.gov.in** or from e-procurement cell RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur and contact on (Help Desk be contacted directly in the following mobile nos. **0120-4200462, 0120-4001002 , 91-8826246593.** 10.00 AM to 06.00 PM on all working days) & **also local no. 0141-4022688 working hr. Monday to Friday 9.30** AM to **06.00** PM on all working days).The help desk can also be reached by mail support-eproc@nic.in

NOTE:-

1. The detailed notification/tender documents can be downloaded from website **https://eproc.rajasthan.gov.in** Details of this tender notification and pre-qualification criteria can also be seen in NIT exhibited on website **http://transport.rajasthan.gov.in/rsrtc** & **https://sppp.rajasthan.gov.in** Tenders are to be submitted online in electronic format on website **https://eproc.rajasthan.gov.in**
2. Corrigendum's/modifications/corrections if any, will be published on the website **https://eproc.rajasthan.gov.in,http://transport.rajasthan.gov.in/rsrtc& https://sppp.rajasthan.gov.in**
3. Conditional / incomplete tender will be rejected.
4. Bidders who wish to participate in this tender will have to register on **https://eproc.rajasthan.gov.in** (Bidders registered on **https://eproc.rajasthan.gov.in** before request of tender documents. To participate in online tenders Bidders will have to procure digital signature certificate (type II or type III) as per information technology Act-2000 using which they can sign their Electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS safecrypt, Ncode etc or they may contact e-procurement cell, Department of IT & c, government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
5. Bidders shall submit their offer online in Electronic formats both or technical and financial proposal, however Demand Draft for Tender Fees, Processing fees and bid security should be submitted manually or through courier in the office of General Manager (S/P) RSRTC, Near T.B. Sanatorium, Jhotwara Road, Jaipur one day before last date & time of opening of technical and scanned copy of Demand Draft should also be uploaded along with the online bid.
6. The Managing Director, RSRTC, reserves the right to accept or reject any or all the tenders without assigning reasons thereof. The quantity of item to be purchased can be increased or decreased without assigning any reasons.
7. RSRTC reserves the right for verification of any information/ documents furnished by the bidder in the interest of the corporation.
8. Bid security in the shape of demand draft payable to **FA RSRTC,** Jaipur and tender fee in the shape of demand draft payable to **GM (S/P) RSRTC**, and Processing fees payable to **MD RISL**, Jaipur should be submitted before opening of bid.
9. Before electronically submitting the tenders it should be ensured that all the tender papers including conditions of contract are digitally signed by the tendered.
10. Training for the Bidders on the usage of e-tendering system is also being arranged by RISL on regular basis. Bidders interested on training may contact e-procurement cell RISL for booking the training slot.
11. Bidders are also advised to refer "Bidders manual" available under "downloads" section for further details about the e-tendering process.

Tender documents can be downloaded from online website **https://eproc.rajasthan.gov.in** If Tendered wish to participate in the tender then they have to make a payment of Tender Processing Fee as mentioned in the above table in form of Demand Draft in favour of " **Managing Director, RISL** payable at "Jaipur" through courier or by personnel one day before the last date and time of the request of tender documents and also tender document fee, bid security which is mentioned in the above table be submitted to RSRTC in the form DD in favour of "GM(S/P) RSRTC" payable at "Jaipur" and be delivered to the under signed one day before last date and time of the submission of the tender.

For further details you can visit online website **https://eproc.rajasthan.gov.in** or from e-procurement cell RISL, Yojana Bhawan ,Tilak Marg, C- Scheme , Jaipur-302005 and contact on (Help Desk be contacted directly in the following mobile nos. **0120-4200462, 0120-4001002 , 91-8826246593.** 10.00 AM to 06.00 PM on all working days) & **also local no. 0141-4022688 working hr. Monday to Friday 9.30** AM to **06.00** PM on all working days). The help desk can also be reached by mail support-eproc@nic.in.

General Manager (S/P)
Jaipur

SECTION I **TECHNICAL BID APPLICATION**

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

Sub: Purchase of ----------
Ref: NIB No.…….

(a) We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications,

(b) We have examined and have no reservations to the Bidding Document, including delivery schedule and other requirements,

(c) Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period,

(d) If our Bid is accepted, we commit to submit a Performance Security in the amount of **5%** of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the purchase order/Contract,

(e) Our firm, including any subcontractors or suppliers for any part of the purchase order /Contract, have nationality of India,

(f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process,

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law,

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award of purchase order , shall constitute a binding contract between us, until a formal Contract is prepared and executed,

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive,

(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them,

(k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the purchase order /Contract till completion of all our obligations under the Contract.

Name: _____In the capacity of:_____
Signed: _____ Date: _____Duly authorized to sign the Bid for and on behalf of_____ Complete Address_____Tel:_____ Fax: _____ E-mail:_____ _____ We wish to apply

RSRTC

SECTION II **BID SPECIFICATION**

S. No.	Nomenclature	Specification	Quantity in Nos.
1	Nylon Rib Tyre Size 9.00X20-14PR	Tyre:-NSD 14.50mm Minimum, Weight is 39Kg Minimum, Over all Diameter 1004mm Minimum	3000
2	Nylon Rib Tyre Size 10.00X20-16PR	Tyre:-NSD 15.50mm Minimum, Weight is 46Kg Minimum, Over all Diameter 1038mm Minimum	1000
3	Nylon Rib Tyre Size 7.50X16-16PR	--------	700
4	Butyl Tubes Size 9.00X20	Weight 3. 00Kg	4000
5	Butyl Tubes Size 10.00X20	Weight 3.700Kg	1300
6	Butyl Tubes Size 7.50X16	---------	950
7	Butyl Flaps Size 9.00X20/10.00X20	Weight 2. 00Kg	5300
8	Flap size 7.50X16	---------	950

Note:

1. The rate of each type of Tyre Tube and Flaps be mentioned separately indicating pattern supply capacity, NSD, Rate over all dia, Brand & type etc.
2. The tyres being supplied should have not been manufactured more than four months prior to receipt date of supply.

RSRTC

SECTION III: **FINANCIAL PARAMETER SHEET**

(To be filled by the bidders and should be submitted with the Technical bid documents electronically)

S. No.	Parameters		
1	Name & address of firm		
2	Brand Name/MAKE		
3	**GST Information**	**HSN Code**	**GST%**
i.	Nylon Rib Tyre Size 9.00X20-14PR		
ii.	Nylon Rib Tyre Size 10.00X20-16PR		
iii	Nylon Rib Tyre Size 7.50X16-16PR		
iv.	Butyl Tubes Size 9.00X20		
v.	Butyl Tubes Size 10.00X20		
vi.	Butyl Tubes Size 7.50X16		
vii.	Butyl Flaps Size 9.00X20/10.00X20		
viii	Butyl Flaps Size 7.50X16		
4	**Max. Supply capacity for a month**		
i.	Nylon Rib Tyre Size 9.00X20-14PR (Should not be less than **1600 Sets)**		
ii.	Nylon Rib Tyre Size 10.00X20-16PR (Should not be less than **30 Sets**)		
iii	Nylon Rib Tyre Size 7.50X16-16PR (Should not be less than **300 Sets)**		
iv	Extra Butyl Tubes Size 9.00X20		
v.	Extra Butyl Tubes Size 10.00X20		
vi	Extra Butyl Tubes Size 7.50X16		
vii	Extra Butyl Flaps Size 9.00X20/10.00X20		
viii	Extra Butyl Flaps Size 7.50X16		
5	Delivery period if any(The bidders should indicate the minimum lead time required for supply the goods from the date of LOI /purchase order /contract , it should not be more than 30 days)		
6	FOR	Tyre Distribution RSRTC , Jaipur	
7	Validity of bid / contract	90 days / 8 months	

Note:-

1. In the BOQ the GST and discount are to be mentioned in percentage (%) only therefore bidders are requested to upload the rate accordingly.
2. Rate should be quoted FOR Tyre Distribution centre RSRTC, Jaipur only.
3. Any conditional i.e. quantity /volume /cash discount will not be considered except BOQ price. So please submit the best prices in BOQ only.
4. The procuring entity will procure Tyre, tube and flaps from that bidder who will quote the price of Tyre, tube and flaps (all the three items). Bidders who have not quoted rates for any of the three items shall not be considered as eligible bidder

RSRTC

SECTION IV: ELIGIBILITY AND EVALUATION CRITERIA

ELIGIBILITY CRITERIA

1. i. The bidder shall be OE manufacturer of Tyre, Tube and Flaps for which necessary proof will have to be submitted. The copy of purchase order and invoices submitted by the bidders for bulk supplies of Tyre (at-least any one of the tendered sizes) to chassis manufacturers (Ashok Leyland, Tata Motors) shall be considered as OE status. O E status in ASRTU rate contract shall also be considered as O E status.
   ii The RSRTC will procure Tyre, tube and flaps from that bidder who will quote the price of Tyre, tube and flaps (all the three items). Bidders who have not quoted rates for any of the three items shall not be considered as eligible bidder.
2. Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, at the Procuring Entity request during period of contract.
3. Each Bidder shall submit only one Bid.

EVALUATION CRITERIA

1. Lowest Cost Per Tyre 100KM (CPTK), F.O.R. Tyre Plant RSRTC Jaipur shall be the criteria for evaluation, however the quantity can be divided among more than one Bidders of the lowest at the CPTK of the lowest evaluated Bid.
2. Firms with the performance of following sample sizes of tyres (in each category) will be considered for regular purchases –

S. No.	Nomenclature	Sample Size (Minimum)
1	Nylon Rib Tyre size 9.00x20	500
2	Nylon Rib Tyre size 10.00 x 20	100
3	Nylon Rib Tyre size 7.50X 16	100

3. Wherever CPTK data is not available or firms having sample size lower than minimum sample size, then firm will be considered for trial order subject to the lowest rates quoted in the financial bid.
4. CPTK will be prepared at the time of decision of tender with the performance data of last 36 months enclosed at annexure "H" and performance of last 36 months will be the basis for deciding the purchase of Tyre ,Tube and Flaps.
5. Comparative statement based on CPTK will be prepared manually with the acceptable bidders.
6. CPTK formula:-

$$CPTK = \frac{[\text{Rate of TTF quoted in the BOQ} + (\text{RF X Average Retreading Cost})]}{\text{Average KM}} \times 100$$

Where

CPTK : Cost of Tyre per 100 km
TTF : Tyre, Tube and Flaps
RF : Retreading Factor

RSRTC

SECTION V: **INSTRUCTIONS TO BIDDERS**

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

1. **Bidding process:-**

The bidder shall submit the bids electronically through e-procurement portal (http://eproc.rajasthan.gov.in).The bids is invited in two stage bidding system i.e. pre-qualification(Technical) and commercial bid (BOQ) separately**. All the technical bid documents along with all types of bid fees should be uploaded only in e-procurement portal. No hard copy of technical bid documents will be accepted except fees document**. Sealed envelope consisting of bid fee, processing fee and bid security should be submitted before opening of technical bid.

2 Documents:

The Technical Bid shall comprise the following:

i. Bid fee.
ii. Processing fee.
iii. Bid Security.
iv. Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority
v. Authority letter/power of attorney regarding signing the bid in favour of the person.
vi. Financial Parameter Sheet.
vii. Proof/ certificate issued by District Industries Centre/ NSIC/ Udhyog Aadhaar registration/ State Govt./Central Govt. for the manufacturing of tendered items.
viii. The annual turnover / profit and loss account for last two years.
ix. Latest audited Balance Sheet for last two years.
x. GST registration certificate.
xi. Declaration by Bidder (As on Annexure 'A')
xii. The copy of purchase orders and copy of invoices of bulk supplies of goods to chassis manufacturers (i.e. Ashok Leyland/ Tata Motors/ Eicher) shall be considered as OE status of the bidders.
xiii. Bid security declaration in case of Govt. Department, if applicable (As on Annexure 'C')
xiv. Manufacturer authorization (in case of supply through dealer), if applicable. (As on Annexure 'G')

3 Sale of bidding document:

The sale of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall also be available on the website of State Public Procurement Portal and website of RSRTC. The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the RSRTC.

The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

RSRTC

4 **Bid fee and processing fee**

(i) The bid processing fees Rs. 1000/- to be paid in the form of Demand Draft in favour of **MD RISL Jaipur**

(ii) **T**he bid documents fees Rs. 5000/- with 18% GST Extra to be paid in the form of Demand Draft in favour of **GM (S/P) RSRTC**, **Jaipur.**

(iii) **T**he bid security to be paid in the form of Demand Draft in favour of FA **RSRTC**, **Jaipur or** in the shape of Bank Guarantee**.**

5. **Pre-bid meeting:-**

The bidder may seek clarification regarding this procurement process till pre bid conference. The bidder or his authorized representative is invited to attend the pre-bid conference. The purpose of pre-bid conference is to clarify issue and to answer question on any matter related to this procurement that may be raised at that stage. **Firm who want to participate in pre-bid meeting, have to come with bid fee in the form of DD and bidder who doesn't come with BID fee will not be entertain.**

6. **Bid security :**

i. Bid Security shall be 2% of the estimated value of subject matter of procurement.

ii. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the estimated value of the bid.

iii. 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 estimated value of Bid.

iv. The Bid Security may be given in the form of banker's cheque or demand draft or bank guarantee [to be confirmed by bank], in specified format, (As on Annexure 'B') of a Scheduled Bank in India .

v. In lieu of Bid Security, a Bid Securing Declaration shall be given from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form (As on Annexure 'C') .

vi Bid Security of a Bidder lying with the RSRTC in respect of other Bids awaiting decision shall not be adjusted towards the Bid Security of this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited. .

vii The Bid Security of unsuccessful Bidders be refunded after final acceptance of the successful Bid and issue of purchase order /signing of Contract Agreement and submission Performance Security by successful Bidder.

viii The Bid Security taken from a Bidder be forfeited in the following cases, namely:-

a. when the Bidder withdraws or modifies his Bid after opening of Bids; or

b. when the Bidder does not execute the purchase order / agreement within the specified time period; after issue of letter of acceptance/ placement of supply order; or

c. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or when the bidders fails to make complete supply of acceptable goods.

d. when the Bidder does not deposit the performance Security in the specified time after the supply/work period order is placed; or

e. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules.

RSRTC

f. In case of the successful Bidder, the amount of Bid Security in the shape of DD may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security.

ix. No interest will be paid by the RSRTC on the amount of Bid Security.

7. Language:

i. The purchase order /contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the RSRTC, shall be written in the Hindi / English language.

ii. If the bidder has submitted any required documents(as per clause 2) other than Hindi/English language, then it will be the responsibility of the bidder to submit required documents in translated version while submitting the tender & bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Award of contract:

A. Procuring Entity's Right to Vary Quantities at Time of Award

i If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

ii Repeat order for additional quantities may be placed within validity of tender. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the purchase order.

B. 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, to develop more sources & keeping in view the nature of items required for the smooth operation of vehicles ,the quantity may be divided between the Bidder, whose Bid is accepted and second & third 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.

Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.

C. Acceptance of the successful Bid and award of contract

If the issuance of purchase order is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder for supply as a Token of acceptance of bid.

D. Signing of Contract/ agreement:

In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of Rs.100.00 at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bidding documents or where the period is not specified in the Bidding documents , then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

RSRTC

Code of integrity

In case of any breach of the Code of Integrity by Bidder or prospective Bidder, as the case may be, RSRTC may take appropriate action in accordance with the provisions of RTPP act and rule .

10. Conflict of interest

This will be as per RTPP act and rule.

11. Grievance handling procedure during procurement

(i) The Designation and Address of First Appellate Authority, including Room Number and Floor No., if any, is **Executive Director (Engg.)** Head Office ,RSRTC , Parivahan Marg, Chomu House, Jaipur

(ii) The Designation and Address of Second Appellate Authority, including Room Number and Floor No, if any, is **Managing Director Head Office** , RSRTC, Parivahan Marg, Chomu House , Jaipur.

(iii) Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bidding documents, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules.

RSRTC

Appendix A :- (Appeals)

(1) Filing an appeal

(a) 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 the First Appellate Authority , within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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 bidding 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.

(3) Form and procedure of filing an appeal

(a) An appeal 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 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.

RSRTC

(4) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents 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.

RSRTC

FORM No. 1
[See rule 83]
Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ……of ……

Before the …… (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:
2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the RSRTC in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

……
……
…….....(Supported by an affidavit)

7. Prayer:

……
……...

Place ……

Date ……

Appellant's Signature

RSRTC

Section IV: General conditions of contract

Contents

1. Introduction

Definitions

"O.E." mean the Original Equipment (i.e. the bidders who are supplying the goods to M/s Ashok leyland , Tata Motors, Eicher).

2. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.

3. Confidential Information

In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the supplier shall keep confidential and shall not, without the written consent of the procuring entity , divulge to any third party any documents, data, or other information furnished directly or indirectly by the procuring entity in connection with the Contract.

4. Packing and Documents:

i. The Supplier shall provide such packing of the Goods/documents as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their final destination, as indicated in the Contract/PO/LOI.

ii. In the event of any loss, damage, breakage or leakage or any shortage, the Supplier shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.

5. **Insurance**

The goods should be properly packed and insured so as to safe guard against any transit damage/loss. In case, the material is not properly packed and insured, the supplier will have to make good the loss sustained by the corporation, if any.

6. **Transportation**

In case of Supply from within India, the Goods shall be supplied FOR Tyre Plant RSRTC, Jaipur. All transportation charges, local taxes, etc. shall be borne by the Supplier.

7. **Force Majeure** .

i. For purposes of this Clause, "Force Majeure" will mean as per Indian contract act.

ii. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof.

8. Price fall clause

During the period of contract the supplier should show no discrimination to the Corporation by supplying at lower rates and better terms and conditions to any STU's in similar conditions. If any supply is made by the supplier at the lower rates and better terms and conditions in similar conditions, in that case, lower rates and better terms and conditions would be applicable on supplies to the RSRTC with effect from the date of such supplies at lower rates to other STU's.

9. Risk Purchase clause

In case supplies are not made by the supplier as per the delivery schedule prescribed or the revised delivery schedule indicated in the purchase order, the procuring entity reserves the right to purchase material from alternate source even without giving any notice to supplier and in that event, the difference in purchase price and the contracted price as applicable at the time of supply, will be recovered from the supplier.

RSRTC

10. Contract Price and Payments

A. Contract /purchase order Price

i. The price quoted in the commercial bid (BOQ) submitted through e-portal mode will be considered for agreement / purchase order.

ii. The bidder shall submit the financial bid electronically through e-procurement portal only. No hard copy of financial bid will be accepted.

iii. The items uploaded offered in the e-procurement portal will only be considered

B. Terms of Payment

Full Payments shall be made after receipt and acceptance of material within 30 working days of RSRTC. In case payment is delayed beyond 30 working days of RSRTC, no any Interest will be attracted.

C. Taxes and Duties

For Goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods at site to the Procuring Entity. The rates should be quoted after taking into consideration the following points:

(i) The corporation would have 'F.O.R.' term as "TYRE DISTRIBUTION CENTRE, RSRTC, JAIPUR". If, any bid is silent in respect of F.O.R. term, that will be treated as F.O.R. TYRE DISTRIBUTION CENTRE RSRTC, JAIPUR.

11. **Delivery/supply schedule**:-

i. The successful bidders have to supply the material as per delivery schedule given by procuring entity in the order or even amended later on. The material so received will be taken into stock subject to approval of the material by Inspection cell. In case of rejection of goods, the supplier will be informed within 20 days. The supplier on receipt of rejection report, shall have to provide acceptable replacement within 30 days positively.

ii. The rejected material shall have to be lifted back within 45 days from the date of receipt of rejection report.

iii The bidders are requested to indicate the minimum lead time required for delivery from the date of purchase order which shall not be more than 30 days.

iv The supply of pending balance quantity if any schedule to be supplied on and after the opening date at new finalized price or old price whichever is attractive to the procuring entity will be applicable.

v. In case of delay in payment for a reasonable cause, bidder is not suppose to affect the supply.

vi. If any bidder having any pending issues which is not related to this tender should not let affect the supply of items against this tender as operation of vehicles of RSRTC comes under RESMA act.

vii. RSRTC will not accept any additional clause suggested by bidder,if any except our mentioned terms and conditions.

viii. The supply capacity of each item per month also to be mentioned separately in the bid.

12. **Samples, Inspection and Tests:**

i. The Procuring Entity or his authorized representative shall at all reasonable times have access to the Supplier's premises and the power to inspect and examine the materials and workmanship of the goods/equipment/ machinery during manufacturing process or afterwards, if needed.

RSRTC

ii Initial acceptance of the material will be subject to inspection of the goods in RSRTC as per specification mentioned in the order. In case of rejection of material in our Inspection department, the acceptable replacement is to be provided within 30 days positively.

13. Performance Security:

a. The Supplier shall, within fifteen (15) days from the issuance of purchase order provide a Performance Security @ 5% in the form of Bank Draft or Banker Cheque or bank guarantee[to be confirmed by bank],in specified format (As on Annexure 'D') of a Scheduled Bank in India except the department's of the state Government and undertaking, corporation, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the state Government and undertaking of the Central Government . However security declaration shall be submitted by them.

b. The Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity for any of the events mentioned below:

i. when the Supplier fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or

ii. when Supplier fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or

iii when any terms and conditions of the contract is breached; or

iv. to adjust any accepted dues against the Supplier from any other contract with the Procuring Entity; or

v. failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or

vi. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules

Notice of 15 days time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

c. The performance security do not carry any interest.

14. Penalty Clause:-

Supplier is supposed to supply the material as per the delivery schedule given in the order or even amended later. In case of delay in supplying the goods, the penalty @1% with 18% GST Extra per fortnight of value of the delayed quantity will be applicable while giving grace period of 15 days after delivery schedule however risk purchase clause may be applied during the grace period. Total penalty shall be limited to 20% with 18% GST Extra of the invoice value. The completion of supplies/lead time given for the supply will be counted w.e.f. the date of receipt of material at our Tyre Distribution Centre not from the date of billing/dispatches.

15. Warranty/ Guarantee:-

i. The Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use.

ii. In case of machinery and equipment, the Supplier shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.

iii. Same terms & conditions will be applied in case of claim Tyres as in new tyre.

RSRTC

16. Termination and Disputes

A. Termination for Default:-

The procuring entity, without prejudice to any other remedy under the provision of the act the rules or the contract for breach of contract, by notice of default sent to the supplier, may terminate the purchase order/Contract.

B. Termination for Insolvency:-

The Procuring Entity may at any time terminate the purchase order/contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

C. Arbitration Clause:-

i. As decided by the corporation board vide resolution no. 28/17 dated 16-08-2017, in case of dispute arising out of this contract, the matter shall have to be referred **initially** to the standing committee of RSRTC :-

(i.) Chairman & Managing Director/ Managing Director –Chair Person)
(ii.) Financial Advisor
(iii.) Concerned HOD
(iv.) Executive Director (Law)
(v.) Officer in charge of concerned department - Member Secretary.

Officer in Charge after receiving the claim petition along with 2% fees of claim amount from the claimant will submit the petition to the Standing Committee. The standing committee will pass the decision based on the claim and documents produced by both the parties and decision so passed by the standing committee will be conveyed to both the parties by the member secretary of the committee.

ii. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Jaipur not elsewhere.

RSRTC

SECTION V: **VARIOUS FORMATS**

ANNEXURE 'A'

Declaration by the Bidder

In relation to our Bid submitted to ……. [enter designation and address of the procuring entity] for procurement of …… [insert name of the *Goods]* in response to their Notice Inviting Bids No…… Dated …….. we hereby declare that:

1. **Declaration by the Bidder under Section 7 and 11 of the Act**
   i. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
   ii. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
   iii. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
   iv. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
   v. We do not have a conflict of interest as specified in the RTPP Act & Rules and this Bidding Document, which materially affects fair competition.
   vi. We have complied and shall continue to comply with the Code of Integrity as specified in the RTPP Act & Rules, and this Bidding Document, till completion of all our obligations under the Contract.
2. **Declaration by Bidder (In case of bidder have not been blacklisted)**
   We, the undersigned declare that our firm have not been blacklisted by any of STU's/Govt. of India / State Government/ Public sector undertaking for breach of contract.
3. **Declaration by Bidder (in case of bidder being bankruptcy and insolvent)**
   We, the undersigned declare that our firm have not been Bankruptcy /insolvent by any of Govt. bank / private bank.

If above declarations are found to be incorrect then without prejudice to any other action that may be taken, my/ our Bid Security may be forfeited in full and the Bid if any to the extent accepted may be cancelled.

Signed: _____
Name: _____
In the capacity of: _____
Duly authorized to sign the Bid for and on behalf of:_____
Date: _____
Tel: _____ Fax:_____ e-mail: _____

Date:
Place:

Signature of Bidder:
Name:
Designation:
Address:

PUBLIC

ANNEXURE 'B'

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

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

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

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

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

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

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

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

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

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

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

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

RSRTC

ANNEXURE 'C'

Bid Security Declaration for Govt. Deptt:

Date: **[insert date (as day, month and year)]**
Bid No.: **[insert number of bidding process]**
Alternative No, if permitted: ***[insert identification No if this is a Bid for an alternative]***
To: **[insert complete name and address of Procuring Entity]**
We, the undersigned, declare that:
We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, **[insert designation of the Procuring Entity]**, for the period of time of **[insert number of months or years, as required by the Procuring Entity]** starting on **[insert date],** if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

(a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity ; or

(b) having been notified during the period of bid validity , about the acceptance of our Bid by you,

(i) fail or refuse to execute the Contract Agreement within the time period, or

(ii) fail or refuse to furnish the performance security as applicable within the time period ,

(c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules .

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____
[insert signature of person whose name and capacity are shown]
Name: _____
[insert complete name of person signing the Bid-Securing Declaration]
In the capacity of: _____
[insert legal capacity of person signing the Bid-Securing Declaration]
Duly authorized to sign the bid for and on behalf of: _____
[insert complete name and address of the Bidder]
Dated on day of **[insert date of signing]** Corporate Seal _____
[**affix corporate seal of the bidder]**

RSRTC

ANNEXURE 'D'

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

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

Beneficiary: ..... [Name and Address of Procuring Entity] .....
Date:.....
Performance Guarantee No.: .....

We have been informed that . . . . . [**name of the Supplier**] . . . . . (hereinafter called "the Supplier") has entered into Contract No/PO/LOI. . . . . [**reference number of the Contract**]. . . . . dated . . . . . .with you, for the supply of . . . . . [**name of contract and brief description of the Goods and Related Services**] . . . . (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

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

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

Seal of Bank and Authorized Signature(s)

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

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

Notes:

1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

RSRTC

ANNEXURE 'E'

Form of Performance Security Declaration for Govt. Departments

Date: _____ **[insert date (as day, month and year)]**
Contract Name and No.: _____ **[insert name and number of Contract]**

To: _____ **[insert Designation and complete address of Procuring Entity/**

We, the undersigned, declare that:
We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ **[insert name of subject matter of procurement**.
We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of one year starting on the date that we receive a notification from RSRTC that our Performance Security Declaration is executed**,** if we are in breach of any of our performance obligation under the conditions of the Contract, We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed:_____
[insert signature of person whose name and capacity are shown]
In the capacity of: _____
[insert legal capacity of person signing the Performance Security Declaration]
Name: _____
[insert complete name of person signing the Declaration]
Duly authorized to sign the Contract for and on behalf of: _____
[insert complete name and address of the Bidder]
Dated on _day of _, _ **[insert date of signing]**
Corporate Seal _____

RSRTC

ANNEXURE 'F'

Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed by: _____
(for the Supplier)

Witness 1 Name _____

Witness 2 Designation _____
Address _____

Witness 1 Signed by: _____

Witness 2 (for the Procuring Entity)
(On behalf of Rajasthan State Road Transport Corporation)

Name :- _____
Designation:- General Manager(S/P)
Central Store, RSRTC, Near T.B.Sanatorium,
Jhotwara Road, Jaipur-302016

RSRTC

ANNEXURE 'G'

Manufacturer's Authorization (In case of supply through authorized distributor, dealer & sole selling agent)

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

Date: _____
NIB No.: _____

To: _____
WHEREAS
We, who are official manufacturers of _____ having factories at _____ do hereby authorized to M/s----------(authorized distributor, dealer & sole selling agent) for supply the following Goods, manufactured by us._____

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

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

RSRTC

Annexure "H"

PERFORMANCE OF LAST 36 MONTHS i.e. DEC. 17 TO NOV. 2020 FOR CALCULATION EVALUATION

1. PERFORMANCE DATA FOR NYLON TYRES OF DEC. 17 TO Nov. 2020

S. No.	Firm Name	Tyre size	Brand Name	Total tyres	Average KM	Average Retreading cost	Retreading Factor
1	M/s Apollo	RIB 9.00X20-14PR	AMAR EXPRESS	4997	132760	3003.00	1.67
		RIB 7.50X16-16PR	-	523	78126	2513.00	1.88
2	M/s Ceat	RIB 9.00X20-14PR	FM	273	98907	3003.00	1.22
		RIB 10.00X20-16PR	FM78	29	147308	3003.00	1.38
		RIB 7.50X16-16PR	-	59	68904	2513.00	2.02
3	M/s J K Tyre	RIB 9.00X20-14PR	FK	15871	182270	3003.00	2.31
		RIB 7.50X16-16PR	-	3253	99199	2513.00	1.96
4	M/s MRF Ltd.	RIB 9.00X20-14PR	SUPER MILLER	1587	182994	3003.00	2.22
		RIB 7.50X16-16PR	-	292	105599	2513.00	1.96
5	M/s Vikrant	RIB 9.00X20-14PR	TRAKING	642	200854	3003.00	2.37
		RIB 10.00X20-16PR	TRAKING	65	160702	3003.00	1.83

RSRTC

Signature and Seal by the Bidder

CHECK LIST

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

On the top of envelope containing tender, please write as TENDER FOR----------

----------DUE ON----------

Mandatory Documents to be submitted

(A) Fees

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

Necessary Documents to be submitted

(B) Technical Bid(only soft copy)

(i.) Each page of Tender terms and conditions duly filled & signed with stamp of concerning authority.
(ii.) Authority letter/power of attorney regarding signing the bid in favour of the person.
(iii.) Financial Parameter Sheet.
(iv.) Manufacturer Certificate **(as per sub clause 2(vii) of Section III)**
(v.) The annual turnover / profit and loss account for last two years.
(vi.) Latest audited Balance Sheet for last two years.
(vii.) GST registration certificate.
(viii.) Declaration by Bidder **(As on Annexure 'A')**
(ix.) Proof of OE **(as per sub clause 2(xii) of Section III)**, if applicable.
(x.) Bid security declaration in case of Govt. department, if applicable. (As on Annexure 'C')
(xi.) Manufacturer authorization (in case of supply through dealer), if applicable. (As on Annexure 'G')

Note:- (i) If any firm fails to submit any of the mandatory documents (original), then RSRTC have the right to disqualify / reject the tender.

(ii) If any firm fails to submit any of the necessary documents, then RSRTC reserve the right to disqualify that firm from tender or ask the firm to submit the remaining documents online through soft copy.

RSRTC