

This agreement is entered into on this between
.....
..... registered under The Companies Act, 1956 herein after referred to as Service Provider which expression shall unless repugnant to the context thereof include its successors and assigns of the Service Provider

And

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

On following terms & conditions:

1. Whereas SELLER engage to as SELLER'S Service Provider for e-auction in India for forward e-auction of all type of Scrap, Serviceable and Unserviceable Materials, Goods, obsolete and new spare parts, old & condemned buses with and without assemblies, Tyres & tubes, used oils & chemicals, electric wire, plant & machinery & its spares, rejected/ condemned/obsolete materials, goods, surplus obsolete stores, equipments and miscellaneous articles through e-auction lying at CWS Ajmer, Jodhpur, Jaipur & DWS Udaipur under the jurisdiction of SELLER.
2. Whereas the agreement will be valid initially for one year from the date of executing this agreement which may be extended with the mutual consent of both parties up to one years including the initial period of one year.
3. Whereas the Service Provider will provide an electronic platform along with his own internet website for conducting e-auction as referred to point no. 1 as per requirement/ directions of SELLER & intending bidders.
4. Whereas the Service Provider will charge "Service Charges (Commission)" inclusive of any taxes/rates etc chargeable for providing aforesaid services. If SELLER is liable to deduct any taxes then the payment of commission will be made after deducting such taxes to Service Provider. At present, deduction of tax at source (TDS) under Income Tax Act, 1961. Commission charges will not be payable on the amount of statutory taxes/duties, delayed payment charges, Ground Rent Charges, payments made by purchaser but materials not lifted against these payments and forfeited deposits for the lots/materials not lifted by the successful bidders.
5.
 - (i) RSRTC shall provide the Auctioneer with the list of materials to be sold through e-auction at least 25 days prior to the scheduled date of e-auction. The list shall consist of details like location of material (name of the RSRTC Stores/Site), Lot Number, description of material, quantity and detail tax structure.
 - (ii) RSRTC shall allow the prospective bidders to inspect the material offered for e-auction, at the respective locations within 5 days prior to the date of e-auction.
6. SELLER shall have free access to the e-auction site as and when required. For the purpose of security, the Service Provider shall provide secret & confidential password for accessing the e-auction site and witnessing the e-auction as a SELLER.
7. No documents relating to scrapped materials and vehicles will be handed over to the Service Provider or to the buyer. Dismantling of vehicles with in SELLER's premises will not be allowed.
8. Security Deposit amounting to Rs. 300000/- (Rs. Three Lacs) has been deposited by the Service Provider with the SELLER in the form of..... Rs 300000/- of..... This security deposit will be en cashed & remain with the SELLER during tenure of agreement without any interest payable to Service Provider. For any loss/damage caused due to mistake/misrepresentation fraud/act done by Service Provider and/or his employees, representatives during the course of business arising out of this agreement, the amount of loss/damaged will be recoverable from the Service Provider. If the Service Provider does not pay

the same loss or damaged caused to SELLER, then such amount will be deducted/adjusted from the commission payable to him and from this performance Security Deposit. If the amount of loss/damaged caused to SELLER is more than the commission payable to the Service Provider & Security Deposit then all the amount of commission and security deposited will be forfeited and the agreement will be terminated with immediate effect. SELLER will also be free to recover the same through court case and any other manner which he deems fit for its realization.

9. The user manual for the customers/bidders shall be made available on the web for familiarizing with the e auction process by the Service Provider containing the all aspect regarding e-auction such as registration, bidding process etc. The intending bidders need to register themselves on prescribed terms & conditions before participating in e-auction on regular basis. The bidders shall go through the "Terms and Conditions" of e-auction including operating rules regarding Internet based auctions" and explicitly agree to continue with the registration. The registration will be made either by SELLER or by Service Provider for regular information but the bidder will have to deposit Rs. 2000/- (Two Thousand) with SELLER for each registration as registration fee (Non Refundable). This registration is only for providing information to the registered intending bidders. If any registered bidder wants to participate in e-auction then he will have to deposit prescribed Bid security deposit.
10. SELLER reserves the right to undertake the disposal of goods and materials at their own level at any time during the currency of agreement.
11. The Service Provider hereby undertakes to indemnify the SELLER against all claims which may arise under the GST Act. Etc. or any other Act for the time being in force or promulgated by State Legislature or Parliament in future.
12. List of intending bidders who have got registered and paid prescribed bid security deposit will have to be provided by the Service Provider to the SELLER before start of every e-auction.
13. The Service Provider shall conduct e-auction directly and in no case shall appoint any other dealer/trader/auctioneer etc for this purpose.
14. The Service Provider, its staff/agents or any representatives will not bid for purchase of any Lot/material, either directly or indirectly and also will not have or acquire any interest therein.
15. The materials to be e-auctioned are the property of SELLER and the Service Provider shall have no authority or domain over the same.
16. On signing by both parties i.e. SELLER and Service Provider on this agreement, the Service Provider shall register RSRTC as "SELLER" for the forward e-auction on his website to be used for this purpose without imposing any registration charges.
17. The Service Provider will make necessary arrangement and give up-to-date training to personnel of SELLER and intending bidders on the usage of e-auction system without charging any cost. The training shall properly be structured to meet the different requirements of SELLER and intending bidders.
18. Auction will be conducted every month or such other frequency as may be required by market condition and mutually agreed for surplus asset the auction will be conducted as and when required by Corporation with the lead time of 25 day.
19. Generally SELLER shall furnish the list/lot of items/materials to be e-auctioned. However, the Service Provider will guide for making proper Lots so as to fetch /generate better bids. Acceptance of guidance of Service Provider will be at the discretion of SELLER.
20. The Service Provider must have adequate infrastructure to arrange e-auctions of bigger volume and variety materials for disposal in an organization like State Road Transport Corporations. Such infrastructure resources should be available to conduct e-auction throughout Rajasthan.
21. Personnel of Service Provider should be well qualified & experienced in the highly intricate type of business to deal with e-auction.
22. The Service Provider must be well versed to the different related aspects of e-auction; such as lot segregation, necessary arrangement to conduct e-auction in a highly profitable way, sensitive to various different situations and unpredictable problems efficiently. The Service Provider should also be well versed in evaluating response of bidder for maximum returns etc.

23. The Service Provider will pursue the successful bidder so as to ensure for payments/deposits timely.
24. The Service Provider should be well conversant with the delivery schedules/procedure and all other related works and will be required to coordinate & assist the successful bidder as well as the SELLER to have an effective & successful deal.
25. The Service Provider shall arrange proper publicity through advertisement of e-auction to be held at his own cost & expenses. The advertisement should be published minimum one National and one State level daily news paper having wide circulation clubbing the details of the materials to be e-auctioned at the concerning SELLER's unit. All the particulars of e-auction such as due date, time, place where materials are lying and place of e-auction with the complete address. In addition to this, the complete information/notice/catalogue/bidding terms and conditions etc should be displayed in the website and also should be post to all registered bidder. The Service Provider will also make proper and adequate advertisement for registration of prospective bidders.
26. The Service Provider will coordinate with SELLER to activate e-auction at scheduled time and date.
27. At closure of e-auction within scheduled time or extended time, the website of Service Provider shall automatically get locked so that participants could not enter their bids thereafter.
28. In the event of termination of contract by either party and at any stage during tenure of the agreement or conclusion of agreement or after expiry of agreement period (with or without extension), the Service Provider shall render their services within the scope of this contract till Complete Execution of the sale orders booked/issued on or before the date of termination/conclusion.
29. The agreement may be terminated by either party with clear two months prior notice in writing to the other party of his intension to do so before the expiry period of agreement.
30. This agreement is subject to force majeure . The force majeure shall mean only act of God, epidemic, earth quake, landslides, volcano, eruption , floods, cyclone, lighting, war, invasion, armed conflict or any other activity of foreign enemy like blockage embargo, terrorist attacks and any other unforeseen natural disaster beyond he control of human beings.
31. If Service Provider fails to comply with this agreement, a notice will be issued to him to rectify the same. A final notice will also be given to Service Provider to comply with the agreement. If after giving such notices, the Service Provider does not comply with the agreement and due to such a situation, there is loss to SELLER then the agreement will be terminated by the SELLER with forfeiting Perform Security Deposit of Service Provider.
32. Procedure of e-auction:
 - i. As soon as the Service Provider received the details of materials to be e-auctioned, he will upload at least 10 days before the details of materials to be e-auctioned in the website of his e-auction with the consultation and direction of SELLER along with changes in terms & conditions if any. These representative will show and satisfy all transactions/aspects to E-Auction Committee.
 - ii. All the goods/ materials to be e-auctioned will be e-auctioned on as is where is basis.
 - iii. At the time of e-auction, Service Provider's representatives along with Laptop with Internet facility will be present necessarily at Central Workshop, Ajmer, Jaipur & Jodhpur and these representatives should be perfect in all respect.
 - iv. If any intending bidder wants to see/inspect the material/goods to be e-auctioned will be allowed to see/inspect during working hours and working days of the concerned unit of SELLER at the places where the materials to be auctioned are lying. The inspection will be permitted only for five days prior to the date of e-auction but not on the date of e-auction.
 - v. Eligibility: Any Indian Buyer (viz. individual, partnership firm, companies etc.) can participate in e-Auction for legal business in India.
- vi. Registration: The Service Provider will provide facility in his website for registration for intending bidders on prescribed terms & conditions and by depositing Rs. 2000/- (Rs. Two Thousand Only) through Demand Draft in favour of SELLER by the intending bidder. For registration, the Service Provider will remain uploaded/upload a prescribed form in the website. The intending bidder shall

apply along with the required documents as prescribed such as PAN along with himself Passport size photograph etc. Registration can be made either online or at any of the front offices of the Service Provider. If intending bidder is other than individuals then only the authorized person of such entity/concern will apply for registration. For identification of such authorized person, the intending bidder should also enclosed its duly passed resolution, copy of registration in which such person is entitled to participate in e-auction. Service Provider will do needful arrangement in his e-auction website for identification of intending bidder. If registration of any intending bidder could not be made, then reasons of non registration should be communicated by Service Provider to intending bidders and such information should also be reported to SELLER by Service Provider immediately. After the registration, all-prospective bidders will have an auto generated "Unique User ID" & a "password" based on which they can log in. Details of the registration process with the Service Provider will be available in their respective websites. The Service Provider shall issue "Photo Identity Card" to their registered bidders duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them. The Service Provider shall communicate the "Unique registration number" of the registered bidders to SELLER. Only one registration will be made against one PAN number/entity.

- vii.
 - 1.The bidder who wish to participate in the e-auction will have to deposit bid security deposit a sum of Rs 50,000/- for bidding condemned material/spare parts, a sum of Rs 1,00,000/- for bidding condemned buses with or without assembly and a sum of Rs. 50,000/-for burnt oil.
 - 2.Bid security deposit shall be refunded to unsuccessful bidder after completion of auction process.
- viii. Bidding Process: The registered Bidders who have deposited prescribed Bid security deposit can only participate in e-auction and he shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process. Before participating in e-Auction, bidders are to satisfy themselves with the quality, quantity, place at where the materials being offered for e-auction are lying, terms & conditions of e-auction, e auction process etc. Such Intending Bidders are entitled to Bid for the quantity to the extent of amount of EMD for which is available with the Service Provider in the bidder's account at the time of bidding. The bidders while bidding shall quote their "Bid Price" per unit as mentioned in the documents and in Indian Rupee exclusive of other charges like V AT, TDS, other statutory levies, transportation charges etc. These will be applicable as extra as per prevailing rates.
- ix. The date, time and period of e-Auction as notified in advance including closing time on portal of Service Provider shall be adhered to but for the event of force majeure.
- x. While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highest Bid price at that point of time. The system will not display the name/code/identity of participating bidder. The system will also not allow a Bidder to Bid in excess of his entitled quantity as per his EMD.
- xi. For awarding the e-auction, precedence will be accorded to the highest bid price. But the decision of SELLER will be final i.e. it will not be necessary to award the auction in favour of highest bidder.
- xii. After completion of e-auction process, the Service Provider will have to submit to SELLER the copies of all Bid sheets/bid history, name & address of bidders, TIN No., PAN, bidder-wise statement of participation along with sign of successful bidder and other information as required by SELLER from time to time.
- xiii. E-auction committee of SELLER will have full powers either to accept or reject any bid without assigning any reason. The decision of the committee will be intimated to Service Provider and the Service Provider will issue Acceptance Letter on behalf of SELLER to the successful bidders as per decision of E-Auction Committee of SELLER and the Service Provider will also inform to successful bidders by maille-maillfax etc.

- xiv. The successful bidders after the e-auction will be required to deposit security deposit as under of SELLER through RTGS or Demand Draft. If the successful bidder fails to deposit the security amount within time thJW.Jhe bid security deposit deposit of the bidder will be forfeited:-

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

- (i) With in five days from the date of acceptance letter.

Estimated Value of auctioned material	Amount to be deposite (with in five days)
Up to 01.00 lac	50% of estimated value
Above 01.00 lac upto 05.00 lacs	30% of estimated value
More then 05.00 lacs	20% of estimated value

- (ii) The successful bidder shall deposit remaining amount of estimate value with in 15 days from acceptance letter. After this period the bidder can deposit remaining amount with interest @ 15 % per annum up to next 15 days.

If a bidder fails to pay any amount at any stage in prescribe time as above all amount including bid security deposit deposited by the bidder will be forfeited and no claim will be accepted.

- xv. At the time of delivery of e-auctioned material, the difference amount of estimated amount and actual amount of e-auctioned material and taxes, ground rent etc. will have to be paid/deposit by the successful bidder in respective unit in cash/DO; otherwise delivery of material will not be given.
- xvi. In case of unsuccessful bidders, EMD shall be refunded by the Service Provider/SELLER as the case may be, after the auction is over, on the bidder's request. However, if no such request is received the Service Provider/SELLER will retain the EMD for participation in e-Auction in future.
- xvii. SELLER reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard on that count.
- xviii. Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- xix. In the event of any dispute, arising out of this agreement between the parties, the same will be referred to the Sole Arbitrator in the manner as prescribed in Arbitration & Conciliation Act, 1996. Bothe the parties agree to appoint Chairman or Chairman cum Managing Director, RSRTC Jaipur as the case may be, as Sole Arbitrator for resolution of disputes, knowing well that Chairman or Chairman cum Managing Director is an officer of RSRTC. The award of Sole Arbitrator will be final and binding on both the parties.
- xx. Bidders who want to participate in the e-auction of Battery and Brunt Oil will have to submit authorization certificate from competent authority for use, re-process of these materials. At present, competent authority for this purpose is the Environment and Forest Department of Govt. of India.
- xxi. The materials will be e-auctioned on Lot, Number, Weight etc as the case may be, basis. Quantities, qualities, sizes measurement numbers and weight as state in the website & catalogue are approximate and no warrantee and guarantee shall be implied. Materials are sold on the assumption that bidders have inspected the lots and know what they are buying. No complaints will be entertained and no reliance must be placed on any description. SELLER
- xxii. Non-Delivery: Where materials are e-auctioned on the basis of Lot and not by number or unit, if lot/s are found deficient in quantity, quality , size, number and weight as stated in catalogue/website, the successful bidder shall have no claim against the SELLER & Service Provider for refund of whole or any part of the deposited money or loss of profit /interest/damages etc. If at the time of delivery, the material is short than the quantity/weight mentioned, the successful bidder will have to take delivery of such short materials. Similarly if material is in excess then the quantity/weight mentioned then the successful bidder will have to take delivery of excess material also and the successful bidder will have to pay balance amount.
- xxiii. Ground Rent: -The successful bidder should collect auction material with in 30 days from the date of acceptance letter. After 30 days the ground rent will be charged @ Rs. 200/- per day per lot for next 15

days. After 45 days from the date of acceptance letter, amount deposited by the bidder for auctioned material including bid security deposit will be forfeited in the interest of the corporation and no claim will be accepted.

- xxiv. 1. If the bidder purchase up to 25 buses he will has to deposit the cost of bus with tax with in 10 days from the date of acceptance letter in the Bank account of concern unit of corporation.
2. If the bidder purchase more than 25 buses, he has to deposit the cost of 25 buses with tax, with in 10 days from acceptance letters and further in multiple of 25 buses cost including tax in every 10 days.
3. The bidder can deposit outstanding amount with interest @ 15 % per annum with in 10 days from due date.
4. If bidder fails to pay any amount at any stage in prescribe time as above, all amount including bid security deposit deposited by the bidder will be forfeited. No claim will be accepted.
5. Ground Rent-The successful bidder should be collect 25 vehicles with in 10 day from date of acceptance letter. Further in multiple of 25 vehicles in every 10 days. After completion of prescribed day, ground rent will be charged @ Rs. 200/- per day per bus up to next 10 days. If he fails to collect the vehicles with in prescribed time, all amount deposited by bidder including bid security deposit will be forfeited and no claim will be accepted.
6. The delivery of auctioned material/vehicles will be made by unit concern after receipt of total value of auctioned material/vehicles including taxes, interest, ground rent etc.
- xxv. Delivery of Sold Materials: The concerned officer of SELLER will issue sale order with copy to concerned Accounts Officer, Successful Bidder and Service Provider. On the basis of this sale order, the successful bidder will make payment of balance amount to the concerned unit of SELLER either in DD/RTGS/NEFT and shall obtain receipt thereof. After making the payment, the successful bidder will approach to concerned officer in charge of stores for release order of the good sold to him. The officer in charge will make necessary arrangements for giving the delivery. The sold material shall be removed by the successful bidder for the side of accumulation within the prescribed period in working days from the date of acceptance of bid. Deliveries will be made only during working hours on all working days on presentation of release order issued by store in charge. The successful bidder will make his own arrangement for loading, unloading, transportation and he will not be entitled to claim any facilities or assistance regarding above from the SELLER. Here it is also worthwhile to mention that in some of the cities where materials are laying in the units of SELLER remains no entry of some type of vehicles. In such a case all formalities will be made during office hours in concerned unit of SELLER but the work of loading, unloading & transportation will be completed as per Traffic Rules of concerned city and mutual understanding of SELLER and successful bidder.
- xxvi. The successful bidder will have to inform the Head of concerned unit head before two days in advance when he wants to take delivery of auctioned materials.

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

For RSRTC

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