

May, 2013

REQUEST FOR PROPOSAL
FOR
OPERATION OF STAGE CARRIAGE SERVICES
IN RURAL AREAS OF RAJASTHAN ON PUBLIC
PRIVATE PARTNERSHIP BASIS

Bharatpur Zone
(Bharatpur, Dholpur, Karauli and Districts)



RAJASTHAN STATE ROAD TRANSPORT CORPORATION
Parivahan Marg, Jaipur

**OPERATION OF STAGE CARRIAGE SERVICES
IN RURAL AREAS OF RAJASTHAN**

CLUSTER NO_____ OF _____DISTRICT

*Note: Prospective Operator shall bid only for a particular Cluster in a district for which
it has purchased the document.*

राजस्थान राज्य पथ परिवहन निगम,

परिवहन मार्ग, चौमू हाउस, जयपुर (राजस्थान) 302001

E-TENDER NOTICE

(राजस्थान के ग्रामीण अंचलों में स्टेज करियेज सेवाओं के लिये)

राजस्थान राज्य के ग्रामीण क्षेत्रों में सुरक्षित, सकुशल, उत्कृष्ट, विश्वसनीय और वहनीय बसों के संचालन के लिये विशेषीकृत कलस्टर (मार्गों का समूह) के आधार पर पी.पी.पी. मोड पर संचालित करने हेतु प्रस्ताव निर्धारित प्रपत्र में ई-टेंडरिंग प्रक्रिया द्वारा आन लाईन निविदाएं आमंत्रित की जाती हैं :-

क्र. स.	कार्य का नाम	अनुमानित लागत प्रति कलस्टर	धरोहर राशि प्रति कलस्टर (2 प्रतिशत) रु.	निविदा प्रपत्र शुल्क (नान रिफंडेबल) रु.	प्रोसेसिंग फीस
1.	राजस्थान राज्य के ग्रामीण क्षेत्रों में पी.पी.पी. मोड पर विशेषीकृत कलस्टर (मार्गों का समूह) पर बसें संचालन	5 लाख प्रतिमाह	10,000 रुपये (डी.डी.) वित्तीय सलाहकार, राजस्थान परिवहन निगम जयपुर के नाम देय	500 रुपये (डी.डी.) वित्तीय सलाहकार, राजस्थान परिवहन निगम जयपुर के नाम देय	1000/- रु. (डी.डी.) एम.डी.आर.आई. एम.एल. जयपुर के नाम देय

कलस्टर का जिलेवार विवरण निम्नानुसार है:-

क्र.सं.	जिला	कलस्टर की संख्या *	मार्गों की संख्या *	बसों की संख्या *
1	अजमेर	6	58	64
2	बांसवाड़ा	7	17	49
3	बारां	7	17	25
4	बाड़मेर	7	27	27
5	भरतपुर	6	23	54
6	भीलवाड़ा	11	49	69
7	बीकानेर	6	51	55
8	बूंदी	5	26	31
9	चित्तौड़गढ़	12	35	104
10	चूरू	7	67	54
11	धौलपुर	1	7	14
12	झुंझारपुर	5	9	22
13	गंगानगर	8	50	66
14	हनुमानगढ़	6	44	44
15	जैसलमेर	3	10	16
	योग	97	490	694
	महायोग	205	944	1505

क्र.सं.	जिला	कलस्टर की संख्या *	मार्गों की संख्या *	बसों की संख्या *
16	जालौर	7	29	29
17	झालावाड़	6	20	33
18	झुन्झुनू	10	66	91
19	जोधपुर	10	37	150
20	करौली	3	12	26
21	कोटा	5	12	31
22	नागौर	11	56	57
23	पाली	10	36	39
24	प्रतापगढ़	5	13	39
25	राजसमन्द	8	25	70
26	सवाई माधोपुर	5	19	38
27	सीकर	8	67	71
28	सिरोही	5	9	9
29	टांक	6	21	42
30	उदयपुर	9	32	86
		108	454	811

- आवश्यकतानुसार परिवर्तनीय

निविदा प्रपत्रों को वेबसाइट <http://eproc.rajasthan.gov.in> से डाउनलोड किया जा सकता है। इन निविदाओं में भाग लेने वाले निविदादाता निविदा इलेक्ट्रॉनिक फारमेट में वेबसाइट <http://eproc.rajasthan.gov.in> पर जमा करावें।

1. निविदा प्रपत्रों हेतु आवेदन/डाउनलोड की अवधि दिनांक 20.05.13 से 27.06.13 को सांय 02.00 बजे तक होगी।
2.
 - i) निविदा प्रपत्र इलेक्ट्रॉनिक फारमेट में वेबसाइट <http://eproc.rajasthan.gov.in> पर दिनांक 20.05.13 से 27.06.13 को सांय 03.00 बजे तक जमा कराये जा सकते हैं एवं प्राप्त तकनीकी एवं वित्तीय निविदाएं इलेक्ट्रॉनिक फारमेट में वेबसाइट <http://eproc.rajasthan.gov.in> पर कार्यालय में दिनांक 27.06.13 को सांय 04.00 बजे खोली जावेगी।
 - ii) निविदा जमा करवाने के बाद निविदा की समस्त प्रक्रिया आन लाईन होगी।
 - iii) प्री-बिड मिटिंग का आयोजन राजस्थान परिवहन निगम के जोनल कार्यालयों में प्रातः 11.00 बजे निम्नानुसार होगा:-

अजमेर,	जोधपुर,	उदयपुर,	सीकर,	बीकानेर,	कोटा,	भरतपुर
दिनांक 12.06.13	13.06.13	17.06.13	18.06.13	19.06.13	21.06.13	22.06.13

 फाइनल प्री-बिड मिटिंग राजस्थान परिवहन निगम के मुख्यालय में दिनांक 24.06.13 को प्रातः 11.00 बजे होगी।
 - iv) निविदा खोलने की तिथि को किसी कारणवश अवकाश रहता है तो अगले दिन उसी समय निविदाएं खोली जायेगी।

3. निविदादाता द्वारा दिनांक 20.05.13 से 27.06.13 तक किसी भी कार्य दिवस को संबन्धित जोनल कार्यालय में कलस्टर वाईज सूचना देखी जा सकती है अथवा वेबसाईट <http://eproc.rajasthan.gov.in> पर भी देखी जा सकती है, एवं राजस्थान परिवहन निगम की वेबसाईट www.rsrtc.rajasthan.gov.in पर उपलब्ध है। निविदा की शर्तों व अन्य किसी भी प्रकार का संशोधन निगम की वेबसाईट www.rsrtc.rajasthan.gov.in पर प्रकाशित किया जायेगा।
4. निविदादाता द्वारा निविदा शुल्क/प्रोसेसिंग फीस/घरोहर राशि का डिमांड ड्राफ्ट राजस्थान परिवहन निगम, मुख्यालय में दिनांक 27.06.13 तक प्रातः 11.00 बजे तक जमा कराना आवश्यक है। निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृति हेतु मान्य (Open) होगी। यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी घरोहर राशि जब्त कर ली जावेगी। दोष निवारण की अवधि कार्य पूर्णता के पश्चात् तीन वर्ष रहेगी।
5. निविदादाता इन प्रपत्रों को **Download** कर सकते हैं। निविदादाता द्वारा घरोहर राशि, निविदा शुल्क, प्रोसेसिंग फीस डिमांड ड्राफ्ट के रूप में इस कार्यालय में निर्धारित तिथि तक जमा कराना आवश्यक है। बिना निविदा शुल्क/प्रोसेसिंग फीस/घरोहर राशि के प्राप्त निविदा अस्वीकृत योग्य होगी।
6. सशर्त एवं अपूर्ण निविदा अस्वीकृत योग्य होगी तथा किसी भी निविदा को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित हैं।
7. निविदा दाता प्रस्तुत दर का विश्लेषण निविदा के साथ ही प्रस्तुत (**Upload**) किया जाना अनिवार्य होगा।
8. ई-टेंडरिंग के लिए निविदा दाता हेतु निर्देश :-
 - I. इन निविदाओं में दिलचस्पी लेने वाले निविदा दाता निविदा प्रपत्रों का इन्टरनेट साईट <http://eproc.rajasthan.gov.in> से डाउनलोड **Download** कर सकते हैं।
 - II. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। आन लाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने से प्राप्त कर सकते हैं। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी.सी.ए. द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - III. निविदा दाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉर्मट में उपरोक्त वेबसाईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिसके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जावेगे। कोई भी प्रस्ताव अकेले भौतिक फॉर्म में स्वीकार्य नहीं होगा।
 - IV. आन लाईन निविदाये निर्धारित प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबन्धित सभी आवश्यक दस्तावेजों की स्कैन कापी निविदा प्रपत्रों के साथ अटैच कर दी गयी है। निविदा दाता द्वारा प्रस्तुत सूचना व प्रपत्रों को आवश्यकतानुसार सत्यापन करने का अधिकार राजस्थान परिवहन निगम को होगा।
 - V. कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
 - VI. टेंडर के प्रपत्रों में आवश्यक सभी सूचियों को सम्पूर्ण रूप से भरकर आन लाईन दर्ज करें।

(विश्राम मीणा)
कार्यकारी निदेशक (यातायात)

REQUEST FOR PROPOSAL FORM

FOR

CLUSTER ____ OF _____ DISTRICT

This Request For Proposal (RFP) document for Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis has been issued by the Executive Director (Traffic), RSRTC, Jaipur or his authorised representative, to ----- on receipt of Rs. 500/- (Rs. Five Hundred Only) for each Cluster by Demand Draft in favour of Financial Advisor, Rajasthan State Road Transport Corporation, payable at Jaipur or in cash as per following details:

Name of the Bank: _____

DD Number: _____

Issuing Date: _____

Or

(Receipt No. _____)

(Date: _____)

Bidder can also download the RFP documents from website www.rsrtc.rajasthan.gov.in
In case of downloaded documents, Demand Draft of Rs. 500/- towards the cost of documents as above shall be required to be submitted along with the each Cluster bid.

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Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis

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DISCLAIMER

1. Though adequate care has been taken in the preparation of this Request for Proposal Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be sent to RSRTC at the address given in the Acknowledgement. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied and that the Request for Proposal (RFP) Document is complete in all respects.
2. This RFP document is neither an agreement nor an offer and is merely an invitation to offer. The purpose of this RFP document is to provide the interested parties with the information required by them in the formulation of their proposals. This RFP document does not purport to contain all the information each interested party may require. Neither RSRTC nor its employees or consultants/ advisors make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for RSRTC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Certain prospective bidders may have a better knowledge of the Project than others. Each prospective bidder should conduct its own investigation and analysis; and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
3. Neither RSRTC, nor its employees or consultants/ advisors will have any liability to any prospective bidder or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form this RFP, the award of the Project, the information and any other information supplied by or on behalf of RSRTC or its employees, consultants/ advisors or otherwise arising in any way from the selection process for the Project.
4. RSRTC reserves the right to reject any or all of the Bids submitted in response of this RFP at any stage without assigning any reasons whatsoever.
5. RSRTC reserves the right to change any or all of the provisions of this RFP. Such changes would be intimated to all parties procuring this RFP and responding to the acknowledgement.

**SECTION 1:
PROJECT INFORMATION MEMORANDUM**

SECTION 1: PROJECT INFORMATION MEMORANDUM

1.1 Scheme Overview

In order to provide safe, secure, efficient, reliable and affordable operation of buses in rural areas of Rajasthan, RSRTC has formulated a pilot scheme for Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis for a pre-determined authorization period, collect and retain the fare box and advertisement revenues and pay per kilometre premium to RSRTC or ask the Viability Gap per kilometre from RSRTC for each Cluster as per terms and conditions of RFP.

The scheme has been envisaged with the aim:

- to reduce the accidents and traffic violations
- to address the necessity to reduce undesirable driving practices like on road competition
- of altering the nature of competition on the roads, Clustering of routes so that one Operator operates for a specific area
- of monitoring the system with modern location technology and associated intelligent transportation system to monitor the compliance with route scheduling of Operators, driver verification and certification

1.2 Objective of the Scheme

- The objective of the scheme is to provide for operation of privately owned Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan, connecting all village panchayats to tehsil headquarters, district headquarters, Krishi Upaj Mandis, educational institutions, hospitals, industrial areas, bus terminals and railway stations etc to the extent possible.
- A Cluster will comprise of group of selected routes and each Cluster will have:
 - a requirement of about 6 to 9 buses;
 - a minimum schedule for each route in the Cluster prescribed by RSRTC. The bus Operator will be free to operate beyond the minimum prescribed schedule on any route within the Cluster.

1.3 The Scheme

- RSRTC will grant authorization to the Preferred Bidder for a maximum period of 6 years to provide bus services in a Cluster, use the road infrastructure, bus stops, terminals and other assistance as may be available with RSRTC in the region.
- All buses under the concession will be branded as “**Rural Transit**”. The bus Operator may be allowed to co-brand the buses.
- The RSRTC shall enter into a suitable contractual agreement with an individual /proprietary firm/ partnership company /limited company/consortium or JV or cooperative society to provide bus services within a Cluster.
- The bus Operator shall be required to operate buses on all the routes in a Cluster as per schedule prescribed by RSRTC. While the bus Operator will operate as a sole bus Operator of RSRTC, it is clarified that monopoly on any of the routes/ Cluster is not assured beyond a time period of two years from Compliance Date.
- The bus Operator will be required to provide a scheduled bus service based on a “**Time Table**” (TT) as approved by RSRTC. The Operator shall be required to adhere to number of trips in a route as indicated in Price Proposal.

The Operator will have to meet a number of contract conditions that relate to:

- Service levels for the operations
- Specifications & Standards for the midi buses
- Performance of staff
- A Bidder may bid for more than one Cluster in any district and for more than one district.

1.4 Bus Operators:

The bus Operator for each Cluster would be selected through a competitive bidding process as per predefined bid parameters and shall be required to enter into Operating Agreement with the RSRTC. The key points related to the bus Operators shall include:

Rights of Bus Operators:

- i) To operate buses on the specified routes of the Cluster for a period of 6 years.
- ii) To charge and retain fares from passengers as per fare chart approved by RSRTC including revenue through the monthly passes.

- iii) The revenue through advertisements on the buses shall be retained by Bus Operator.

Obligations of Bus Operators:

The obligations of the bus Operator shall be as follows:

- i) To enter into an Operating Agreement with RSRTC covering all aspects related to financing, procurement, running, operation and maintenance of specified number of pre-fabricated buses as per approved specifications, colour scheme, and operate such buses as per approved schedule, on specified routes in a Cluster.
- ii) To pay fees/ charges/ taxes for various clearances required for registration and operation of buses including applicable Motor Vehicle Tax (MVT) to Govt. of Rajasthan.
- iii) To procure, operate and maintain electronic hand-held ticketing machines as per approved specifications from specified agency. Cost of each electronic hand-held ticketing machine is approximately Rs. 10,000 to 15,000.
- iv) To procure and maintain specified GPS device and other required data transmission system and accessories to be fitted in each bus for monitoring its movement by RSRTC or its approved agency. The devices and accessories shall be as specified by RSRTC. Cost of GPS device and other required data transmission system and accessories is approximately Rs. 300 to 400 per bus per month for entire authorized duration.
- v) To deploy well-behaved, medically fit, competent and trained bus drivers and conductors in uniforms prescribed by RSRTC.
- vi) Space for idle parking, if available, shall be provided by RSRTC. In such cases operator shall park the buses at the specify locations at night and when not in use.
- vii) To share ticketing machine data with RSRTC at the end of each day or as per any other requirement of RSRTC.
- viii) The Operator shall not collect any Fare & Charges or collect partial Fare & Charges from the passengers entitled to travel and concessional basis having valid pass issued by the RSRTC or its nominated agency. However, zero or applicable fare tickets shall be issued to these passengers to capture the relevant data. RSRTC shall reimburse the difference between the actual fare and concessional fare on the basis

the documentary evidence as per Clause 7.3 of Article VII (Operation Agreement).

- ix) To provide other information as may be required by RSRTC from time to time.
- x) To provide and display the Bus Route Information on specified location on the bus, in a specified nature & format as may be approved by the RSRTC.

All the rights and obligations of a bus Operator shall be as specified in Draft Operating Agreement attached as a part of this RFP document.

1.5 Details of Cluster

The details of proposed Clusters are contained in **Annexure-A**.

Midi Bus (30+seating) specifications along with modal are contained in **Annexure-B**.

1.6 Bus Fares/ Tariffs

The bus fares and tariff structure shall be as notified by RSRTC/Transport Department, Government of Rajasthan for Rural Areas and as contained in **Annexure-C**. The notification regarding various concession provided to various category of travelers are given in **Annexure-D**.

1.7 Bidding Process

This RFP document is issued to all parties who wish to bid for a Cluster/Clusters as per terms and conditions contained in this document.

A two-envelope bid is to be submitted by the prospective bus Operators. **Envelope-A** shall contain the Technical Proposal and **Envelope-B** shall contain the Financial Proposal.

A bidder who qualifies as per Technical Proposals submitted by it, shall be eligible for being considered for evaluation of its Financial Proposal.

Detailed information and Instructions to Bidders are set out in the Section 2 of this document.

Financial Proposal shall be in either of the following form:

- **Premium per kilometer that the bidder proposes to pay to RSRTC for the Cluster**

OR

- **The Viability Gap per kilometer that the bidder proposes to demand from RSRTC for the Cluster.**

**SECTION 2:
INFORMATION AND INSTRUCTIONS TO BIDDERS**

SECTION 2: INFORMATION AND INSTRUCTIONS TO BIDDERS

A. General Conditions

1. Introduction

- 1.1. RSRTC invites proposals from bidders who meet the eligibility criteria for the role of Bus Operators.
- 1.2. RSRTC on its part shall ensure that the terms and conditions for the bidding process for the Project are followed and applied uniformly to all parties in a non-discriminatory, transparent and objective manner. RSRTC or its authorized agency shall not provide to any bidder, any such information with regard to the Project or bidding process, which may have any effect on restricting the competition.

2. Eligible Bidders and Preferred Bidder

- 2.1. Bidders fulfilling the qualification criteria set out in Clause 2.2 shall be the **Eligible Bidders** provided the Bidder is not under a declaration of ineligibility for corrupt or fraudulent practice in accordance with Clause 35.
- 2.2. The eligibility criteria for the bidders shall be as follows:

The Bidder shall be any of the individual/Sole Proprietor/Co-operative society/Partnership Firm/ Company/ Consortium/Joint Venture meeting having without technical experience and financial criteria .

In case of consortium/JV, the number of members should not exceed two (Lead+1). The financial criteria given above may be satisfied by either of the partner or jointly by both the partners.

- 2.3. Bidder may submit bid for more than one Cluster (Group of Routes) in any one or more than one district.
- 2.4. A bidder shall be declared as **Eligible Bidder** whose Technical Proposal is declared as Pass.
- 2.5. In case bidder is Sole Proprietor/Cooperative/Partnership Firm/Company/ Consortium/Joint Venture is declared as Preferred Bidder at the end of bidding process, it shall be required to enter into an Operating Agreement with RSRTC.

3. Additional Requirement for Proposals Submitted by a Consortium

- 3.1. Parties that comprise of a Consortium shall nominate a lead member to represent the Bidder.

- 3.2. Parties that comprise of a Consortium shall furnish the Power of Attorney duly signed by authorized representatives of the members of Consortium designating the Lead Member.
- 3.3. The proposal submitted by a Consortium shall be signed by the duly authorized signatory of the Lead Member and all members of the Consortium shall be legally bound by such proposal.
- 3.4. Lead Member of a Consortium shall not be allowed to be changed after the Proposal Due Date.
- 3.5. The membership structure of the Consortium shall not be allowed to be changed after the Proposal Due Date without prior written approval of RSRTC. Any change in non-lead member, after Proposal Due Date would require a prior written approval of RSRTC provided further that entity replacing has similar or better qualification than the entity being replaced in terms of Clause 2.2 of this Section.
- 3.6. Wherever required, the proposal shall contain information required for each member of the Consortium.

4. Proposal Preparation Cost

- 4.1. Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. RSRTC shall not be responsible or in any way liable for such costs/ expenses, regardless of the conduct or outcome of the bidding process.

5. Project Inspection and Site Visits

- 5.1. The Bidder, at its own responsibility and risk may visit the rural area where the bus services are proposed to be operational and obtain all information that may be necessary for preparing the proposal. The costs associated with such visits shall be borne by the Bidder. RSRTC shall not be liable for such costs, regardless of the outcome of the bidding process.

6. Prohibition against collusion amongst bidder(s)

- 6.1. Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has been arrived at through connivance or collusion or pooling amongst two or more bidder(s) shall be deemed to be invalid and the concerned Bidder(s) shall be liable for forfeiture of its/ their Proposal Security, at sole discretion of RSRTC.

7. Communication between Bidders and RSRTC

- 7.1. All communications to RSRTC, in the context of this RFP document and related issues, unless specified otherwise, shall be at the address mentioned in the Data Sheet at the end of this Section.
- 7.2. All communications to the bidders shall be sent to the designated person/ representative of the bidder at the addressed mentioned in the covering/ forwarding letter of its Proposal addressed to RSRTC, unless RSRTC is advised otherwise by the bidder.
- 7.3. RSRTC shall not entertain or enter into any correspondence (written or oral) with the bidders except where RSRTC seeks clarification from interested bidders or where a bidder seeks clarification from RSRTC in writing before submission of Proposal, whereupon RSRTC may provide written clarifications.

B. Proposal Document

8. Contents of RFP

This RFP document consists of following Sections and would include any addenda issued

Section 1 : Project Information Memorandum

Section 2 : Information and Instructions to Bidders

Section 3 : Proposal Formats

Section 4 : Annexure

Section 5: Draft Operating Agreement

9. Clarification on RFP

- 9.1. A Bidder requiring any clarification on the RFP document may notify the RSRTC in writing or facsimile. Bidders should send in their queries at least 2 days prior to Pre-Proposal Conference Due Date.
- 9.2. Copies of RSRTC response will be forwarded to all bidders who have purchased RFP, including a description of the enquiry but without identifying its source. All subsequent notification/changes and amendments will be uploaded on the website www.rsrtc.rajasthan.gov.in also.

10. Amendment of RFP Document

- 10.1. On the basis of the inputs provided by Bidders during Pre-Proposal Conference and any further discussions with any/ all bidders, which RSRTC may hold at its own

discretion, RSRTC may amend the RFP document. Such amendments, which will qualify as Addendum, shall be intimated in writing by RSRTC to each bidder.

- 10.2. At any time prior to the Proposal Due Date, RSRTC may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFP document by issuing an Addendum.
- 10.3. The Addendum will be sent in writing to all the bidders, who have purchased RFP, and will be binding on them. Each such Addendum shall become part of the RFP document. The bidders shall promptly acknowledge receipt thereof to RSRTC.

11. Bidder's Responsibilities

- 11.1. The Bidder is expected to examine carefully the contents of all the documents issued by RSRTC. Failure to comply with the requirements of RFP will be at the Bidder's own risk, and may lead to disqualification of the bid as being non-responsive.
- 11.2. It would be deemed that prior to the submission of the Proposal, the Bidder has:
- (i) Made a complete and careful examination of requirements and other information set forth in this RFP document.
 - (ii) Examined all the information as it has received from RSRTC in respect of the project.
 - (iii) Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Operating Agreement, including but not limited to:
 - (a) Passenger volume and forecast
 - (b) Technical and financial viability
 - (c) All other matters that might affect its performance under the Operating Agreement
- 11.3. The information provided by RSRTC is only for guidance and general information of the Bidder. RSRTC or its advisors, consultants, project developers, etc. do not accept any responsibility or liability for its completeness and correctness, any errors, omissions, inaccuracies or errors of judgment with respect to information or data provided in this RFP document or otherwise.

12. Other Conditions of Bidding Process

- 12.1. RSRTC reserves the right to collect any information about the Bidder in the manner deemed appropriate by it or may seek the information from the Bidder itself.

- 12.2. Failure by the Bidder(s) to provide all requisite information in the Proposal or additional information required by RSRTC, shall be at the Bidder's sole risk and cost and may impact evaluation of the Technical Proposal and/or Financial Proposal besides leading to rejection of proposal as being non-responsive.
- 12.3. RSRTC shall be fully entitled to disqualify any Bidder from bidding process for any reasons whatsoever including but not limited to the following reasons:
- (i) Failure to submit the requisite information (including any additional information requested by RSRTC) and supporting documents within the required time frame
 - (ii) Material inconsistencies in the information submitted
 - (iii) Willful misrepresentation in any document
 - (iv) Apparent failure to meet any obligations required
- 12.4. In the event RSRTC disqualifies any bidder under 12.3 above, it shall not be under any obligation to disclose the reason for such disqualification.
- 12.5. Any attempts or efforts by a Bidder to influence the processing or evaluation of Proposals or decision making process of RSRTC or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Proposal. In the event of rejection of Proposal in pursuance of this provision, the Proposal Security of the concerned bidder shall be forfeited by RSRTC, at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regards.

C. Preparation of Proposal

13. Language and Formats for the Proposal

- 13.1. The Proposal and related documents to the Proposal and all correspondence exchanged between Bidder(s) and RSRTC shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language may be accepted provided they are accompanied by accurate translation of the relevant passages in English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.
- 13.2. The Technical and Financial Proposals shall be submitted as per the formats set out in Section 3 of this RFP document.

14. Currency of Proposal

- 14.1. The currency for the purpose of this RFP shall be Indian National Rupees (INR) including that for Financial Proposal.

15. Proposal Security

- 15.1. The Proposal shall be accompanied by a Proposal Security. The amount and form of Proposal Security is specified in the Data Sheet at the end of this Section.
- 15.2. Not Used / Not Applicable.
- 15.3. Proposal Security of unsuccessful bidder(s) for any Cluster (Group of routes) shall be returned by RSRTC within a period of 60 (sixty) days from the date of execution of the Operating Agreement with the Preferred Bidder for that Cluster (Group of routes).
- 15.4. The Proposal Security of the Preferred Bidder shall be returned/ released on receipt of Performance Security from it in accordance with the provision of Operating Agreement.
- 15.5. RSRTC shall reject all such proposals, which do not include the Proposal Security. The Proposal Security of the bidder (s), whose proposals are rejected on the basis of evaluation of the contents of Envelop A in accordance with the provisions of this RFP document, will be returned within a period of 60 (sixty) days from the date of intimation of the rejection of the proposal by RSRTC to the concerned bidder(s).
- 15.6. In addition to the above, RSRTC will promptly return/ release all Proposal Securities in the event RSRTC decides to terminate the bidding process for any reason whatsoever.
- 15.7. The Proposal Security shall be forfeited by RSRTC, at its sole discretion in the following cases:
 - (i) The bidder withdraws its proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension agreed by the bidder.
 - (ii) In the case of a Preferred Bidder, if it fails to sign the Operating Agreement or fails to furnish the required Performance Security to RSRTC within the time specified in the Notice of Award.
 - (iii) In case the proposal of the bidder is determined as being non-responsive due to its being conditional or qualified or for any other reason, in the opinion of RSRTC.

16. Proposal Validity Period

- 16.1. The Proposal shall remain valid for a period as specified in the Data Sheet at the end of this Section. RSRTC reserves the right to reject any Proposal which does not meet this requirement.

17. Extension of Proposal Validity Period

- 17.1. RSRTC may request for one or more extensions of the Proposal Validity Period for a total period up to 180 days from the Proposal Due Date. Such request to the bidder(s) shall be made in writing at least ten (10) days prior to expiration of the Proposal Validity Period. If any bidder does not agree to the extension, it may withdraw its Proposal without inviting action of forfeiture of its Proposal Security by giving notice in writing to RSRTC of its decision prior to the expiration of the Proposal Validity Period. In case RSRTC does not receive any written notice of withdrawal prior to expiration of the proposal validity period, the requested extension shall be deemed to be accepted by the Bidders.
- 17.2. Not used/Not Applicable.
- 17.3. When an extension of the Proposal Validity Period is requested, bidder(s) shall not be permitted to change the terms and conditions of their Proposal(s).

18. Pre-Proposal Conferences

- 18.1. More than one Pre-Proposal Conference shall be held in order to clarify and discuss any provisions or requirements related to the Project, this RFP document or any other related issue' with the bidders. All interested bidders shall be free to attend the Pre-Proposal Conferences. The date and venue of the Pre-Proposal Conferences are mentioned in the Data Sheet at the end of this Section.
- 18.2. Attendance of Bidders at the Pre-Proposal Conference is not mandatory. However, subsequent to the Pre-Proposal Conference/s, RSRTC reserves the right to not respond to queries raised by any Bidder.
- 18.3. All queries to be raised at the Pre-Proposal Conferences should be submitted in writing or facsimile or electronic mail so as to reach at least two days prior to the date of the Pre-Proposal Conference, at the address listed in Clause 7.1 of this Section. Queries/observations/comments received after the aforesaid time limit may not be addressed during the Pre-Proposal Conferences.
- 18.4. RSRTC may, at its discretion, respond to queries raised by any bidder after the date of the Pre-Proposal Conferences. Such response will be sent in writing to all the bidders and shall qualify as Addendum.

19. Formats and Signing of Proposal

- 19.1. The bidders are required to submit their proposals in accordance with this RFP document. In order to enable consistency among Proposals and to facilitate smooth evaluation by RSRTC, the formats in which the bidders will provide information/data comprising the Proposals are given in this RFP document. RSRTC reserves the right to evaluate only those proposals that are received in the required format

complete in all respects and in line with the instructions contained in this RFP Document.

- 19.2. The Proposal shall be initialled/ signed on each page by a person or persons duly authorized to sign on behalf of bidder holding Power of Attorney as per the format provided in the Form 2 of Section 3 of this RFP document.
- 19.3. If the Proposal consists of more than one volume, Bidder shall clearly designate each volume by number constituting the Proposal and provide indexed table of contents for each volume.
- 19.4. Not Used/Not Applicable.

Note: If the bidder wants to bid for more than one Cluster, it shall be required to purchase separate RFP document for each of such additional Cluster for which it wants to bid.

D. Submission of Proposals

20. Sealing and Marking of Proposal

- 20.1. The Technical Proposal accompanied by Proposal Security as specified in the Data Sheet shall be submitted in separate sealed envelope. The **Envelope-A** containing the Technical Proposal shall have written on its top the following:

**"TECHNICAL BID FOR STAGE CARRIAGE SERVICES IN RURAL AREAS OF
RAJASTHAN"**

CLUSTER No. _____ of _____ DISTRICT

Note: If a Bidder wants to bid for more than one Cluster, it shall be required to furnish separate Bid Security for each Cluster in Envelope-A.

Contents of Envelope-A shall be as follows:

1. Proposal Security as specified in the Data Sheet
2. Form T1: Covering Letter
3. Form T2: Power of Attorney by Bidder/lead member in favour of Authorized Signatory
4. Form T3: Power of Attorney by Consortium Members in favour of Lead Member
5. Form T4: Information about the Bidder & Organization Chart
6. Form T5: Relevant Experience if any (not necessary)
7. Form T6: Financial Capability Statement (not necessary)

8. Form T7: Project Undertaking
9. RFP document with each page initialized

The Financial Proposal to be submitted shall be in separate sealed Envelope-B written over it the following:

**"FINANCIAL PROPOSAL FOR STAGE CARRIAGE SERVICES IN RURAL
AREAS OF RAJASTHAN"**

CLUSTER No. _____ of _____ DISTRICT

Contents of Envelope-B shall be as follows:

1. Form F1: Price Proposal Format

The aforementioned two Envelopes A and B shall be sealed in an outer envelope and marked as follows:

**"PROPOSALS FOR STAGE CARRIAGE SERVICES IN RURAL AREAS OF
RAJASTHAN"**

CLUSTER No. _____ of _____ DISTRICT

- 20.2. Envelopes shall indicate the complete name, address, e-mail (if any), telephone numbers (with city STD code) and facsimile number of the Bidder.
- 20.3. Envelope containing the Proposal shall be sent to the address indicated in the Data Sheet at the end of this Section.
- 20.4. Each Bidder shall submit only **one** set of Technical Bid.
- 20.5. All envelopes including inner and outer envelope shall indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is received late or otherwise not considered as responsive.
- 20.6. RSRTC reserves the right to reject any Proposal which is not sealed and marked as instructed above and RSRTC will assume no responsibility for the misplacement or premature opening of the Proposal.

21. Proposal Due Date

- 21.1. Proposal should be submitted on or before Proposal Due Date and time, as specified in the Data Sheet at the end of this Section and in the manner and form as detailed in this RFP Document. The Proposals submitted in any other form and manner shall not be accepted.
- 21.2. RSRTC may at its sole discretion, extend the Proposal Due Date by issuing an addendum to all Bidders.

22. Late Proposals

- 22.1. Any Proposal received by RSRTC after the stipulated time on the Proposal Due Date will not be accepted.

23. Modifications/Substitution/Withdrawal of Proposals

- 23.1. A Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice specifying the modification; substitution or withdrawal is received by RSRTC by the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date and time.
- 23.2. Any Bidder may withdraw its Proposal on or prior to the Proposal Due Date and time without inviting action for forfeiture of its Proposal Security. Withdrawal or modification by the Bidder of its Proposal after Proposal Due Date and time shall entitle RSRTC to forfeit the Proposal Security.
- 23.3. The modification, substitution, or withdrawal notice shall be sealed, marked and delivered in accordance with Clause 20, with the envelope being additionally marked MODIFICATION, SUBSTITUTION OR WITHDRAWAL as appropriate.

E. Proposal Opening and Evaluation

24. Proposal Opening

- 24.1. RSRTC will open the Proposals, including withdrawals, modifications made pursuant to Clause 23 in the presence of Bidder's designated representatives who choose to attend, at the time, date and location stipulated in the Data Sheet at the end of this Section or to be intimated in due course.
- 24.2. Envelopes marked Withdrawal shall be opened first and the name of the Bidders shall be read out. Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 23 shall not be opened.
- 24.3. Subsequently, all envelopes marked Modifications shall be opened and submissions therein read out in appropriate details.
- 24.4. Not Used/Not Applicable.
- 24.5. RSRTC would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 26.

25. Confidentiality

- 25.1. RSRTC shall treat the contents of all Proposals and other documents/information submitted by the bidders as confidential. RSRTC shall take all reasonable precautions to ensure that all persons who have access to such material maintain confidentiality

in respect of the same. RSRTC shall not divulge any such information, unless it is directed to do so by any authority, which has power to order its release.

- 25.2. Each party to whom this RFP document is issued, shall, whether or not the party submits a proposal, treat this RFP, related clarifications, information and solutions provided by RSRTC in relation to this Project or bidding process as confidential for a period of five (5) years from date of issue of RFP document package. During this period, the concerned party shall not disclose or utilize in any manner, any such documents, information or solutions, without prior written approval of RSRTC, unless the party is required to do so in pursuance of any applicable law.
- 25.3. RSRTC shall have right to make available the proposal related information provided by the Bidder(s) to RSRTC's advisors/consultants/project developers etc. for the purpose of availing their assistance in evaluating the Proposals. Each short-listed party shall have the right to make available this RFP document and related documents/information to its advisors/consultants and to the concerned financial institutions for the purpose of preparation of its Proposal and for achieving Financial Closure. RSRTC and short-listed parties shall ensure that their advisors/consultants and/or financial institutions treat this RFP document and the related information as confidential.
- 25.4. Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Preferred Bidder shall not be disclosed to any Bidder or any other person not officially concerned with such process.

26. Determination of Responsiveness

- 26.1. Prior to evaluation of Proposals, RSRTC will determine whether each Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:
- (a) Is received by the Proposal Due Date including any extension thereof pursuant to Clause 23;
 - (b) Is signed sealed and marked as stipulated in Clause 19 and Clause 20;
 - (c) Is accompanied by the Power of Attorney in the format specified in Form 2 (or 3 as applicable) of Section 3;
 - (d) Is accompanied by Proposal Security as specified in Clause 15;
 - (e) Contains all the information as requested in this RFP;
 - (f) Contains information in the formats same as those specified in this RFP;
 - (g) Mentions the Proposal Validity Period as set out in Clause 16;

- (h) Fulfill all conditions and contains all undertakings and obligations as required by this RFP;
 - (i) Contains no false or misleading information or statement or undertaking
- 26.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
- (a) Which affects in any substantial way the scope, quality, or performance of the bidder as bus Operator under Project, or
 - (b) Which limits in any substantial way, inconsistent with the RFP Document, rights of RSRTC or the obligations of the Bidder under the Operating Agreement, or
 - (c) Which would affect unfairly the competition with other Bidders presenting substantially responsive bids.
- 26.3. RSRTC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in request of such Proposals.
- 26.4. If a bid is not deemed to be substantially responsive RSRTC may seek any clarifications, information etc it may deem fit, before deciding whether the bid is responsive or not.

27. Clarifications/ Additional Submissions

- 27.1. To facilitate evaluation of Proposals, RSRTC may at its sole discretion, seek clarifications or additional submission in writing from any Bidder regarding its proposal. Notwithstanding anything contained in the RFP Document, RSRTC reserves the right to take into consideration any such clarifications/additional submissions sought by it for evaluation of the Proposal.

28. Evaluation of Proposals

- 28.1. RSRTC will evaluate and compare only such Proposals which are determined to be substantially responsive in accordance with Clause 26. The Technical Proposal will be evaluated for substantive compliance or responsiveness.
- 28.2. Technical Proposals of only qualifying bidders shall be evaluated for substantive compliance or responsiveness.
- 28.3. Only those bidders, whose qualifications and Technical Proposals are found substantially responsive to the requirements as specified in this document, shall be declared as Pass.

29. Technical Proposal Evaluation

- 29.1. RSRTC will carry out a detailed evaluation of the Proposals previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in this RFP Document. In order to reach such a determination, RSRTC will examine and compare the technical aspects of the Proposals on the basis of the information supplied by the Bidders, taking into account the following factors:
- a. In the absence of Proposal Security as specified in RFP, no further evaluation of the proposal will be done.
 - b. Overall, completeness and compliance with the experience, financial and other requirements. The Proposal that does not meet minimum acceptable standards of completeness and detail as required by RFP document will be rejected as non-responsive.
 - c. Any other relevant factors, if any, listed in the Data Sheet, or that the RSRTC deems necessary or prudent to take into consideration.
- 29.2. The evaluation of Technical Proposal will be on Pass/Fail basis.

30. Financial Proposal Evaluation

- 30.1. The Financial Proposals of bidders whose, Technical Proposals are categorized as Pass shall be opened and evaluated.
- 30.2. Evaluation of Financial Proposal shall be based on the bidding parameter as specified in the Data Sheet.
- 30.3. The bidding parameter for selecting the Preferred Bidder for each Cluster (Group of Routes) shall be the highest Premium per kilometer offered by the bidder to RSRTC, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Viability Gap per kilometer to be paid by the RSRTC shall be declared as the Preferred Bidder (the "Preferred Bidder").

31. Interpretation of Documents

- 31.1. RSRTC will have the sole discretion in relation to:
- (i) The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - (ii) All decisions in relation to the evaluation and ranking of Proposals RSRTC will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/

information or to justify the evaluation process, ranking process or selection of the Preferred Bidder.

31.2. In the event of conflicts of any sort between the RFP document and the Operating Agreement, the documents shall be given following priority:

- (i) Operating Agreement
- (ii) RFP Document

31.3. RSRTC reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion.

F. Award and Agreement

32. Notice of Award and Signing of Operating Agreement

32.1. The Preferred Bidders would be notified in writing by RSRTC as per schedule specified in the Data Sheet at the end of this Section

32.2. In case Bidder is Consortium or Joint Venture and declared as the Preferred Bidder at the end of bidding process, it shall be required to form Association of Persons that shall enter into the Operating Agreement with RSRTC. The equity holding in the Association of Persons would be in the same proportion as outlined in the Proposal of the Preferred Bidder. The draft of the Operating Agreement is provided in the Section 5 of this RFP. The signing of the Operating Agreement shall be as per the schedule specified in the Data Sheet at the end of this Section.

33. Right to Accept Any Proposal and to Reject Any or All Proposal

33.1. Notwithstanding anything contained in this RFP document, RSRTC reserves the right to accept or reject any Proposal and/ or to terminate the bidding process and/ or reject all Proposals, at any time prior to the issue of Notice of Award, without incurring any liability towards the rejected bidder(s) or any obligations to inform the affected bidders(s) of the grounds for rejection and without assigning any reason for the same.

33.2. RSRTC reserves the absolute rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

34. Operation Performance Security

34.1. The Preferred Bidder shall furnish Operation Performance Security by way of Bank Guarantee/ Demand Draft as specified in the Data Sheet at the end of this Section.

35. Corrupt or Fraudulent Practices

35.1. RSRTC desires to observe a high standard of ethics during the selection process. In pursuance of this, RSRTC

- will not accept a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in this selection process; and
- will declare a firm ineligible, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in this selection process.

For the purpose of this provision, RSRTC defines the terms set forth as follows:

- corrupt practices means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Operating Agreement execution; and
- fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Operating Agreement and includes collusive practices among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non competitive levels and to deprive RSRTC of the benefits of free and open competition.

DATA SHEET

Clause	Data																																				
	Name of the Project: Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis																																				
	Location of the Project: Ajmer, Banswara, Baran, Barmer, Bharatpur, Bhilwara, Bikaner, Bundi, Chittorgarh, Churu, Dholpur, Dungarpur, Ganganagar, Hanumangarh, Jaisalmer, Jalore, Jhalawar, Jhunjhunu, Jodhpur, Karouli, Kota, Nagour, Pali, Pratapgarh, Rajsamand, Swai Madhopur, Sikar, Sirohi, Tonk, and Udaipur Districts																																				
9.1	Name and Address for Correspondence: The Executive Director (Traffic), Rajasthan State Road Transport Corporation Phone: 0141-2374644, E-mail: rsrtc.edt@gmail.com) Or http://eproc.rajasthan.gov.in																																				
13	Proposal Language: English																																				
14.1	Currency of the Proposal: Indian National Rupees (INR)																																				
15.1	Proposal Security: The bidders have to submit separate Proposal Security for each of the Cluster in which they are interested to operate the bus service. The bidders have to furnish an EMD for an amount of Rs. 10,000/- (Rupees Ten Thousand only) in the form of DD drawn in favour of “Financial Advisor, Rajasthan State Road Transport Corporation” payable at Jaipur along with the bid for each Cluster in separate envelope.																																				
18	Date and Vanue for Pre-proposal Conference: <table><tr><th>Date and Time</th><th>Name of Districts</th><th>Venue Office of</th><th>Contect No</th></tr><tr><td>12.06.2013 at 11.00AM</td><td>Ajmer, Bhilwara, Nagaor,</td><td>Zonal Office Ajmer</td><td>9413351676</td></tr><tr><td>13.06.2013 at 11.00AM</td><td>Jodhpur, Pali, Jalore, Jaisalmer, Barmer, Sirohi</td><td>Zonal Office Jodhpur</td><td>9413385087</td></tr><tr><td>17.06.2013 at 11.00AM</td><td>Udaipur, Chittorgarh, Baswara, Pratapgarh, Rajsamad and Dungarpur</td><td>Zonal Office Udaipur</td><td>9414010388</td></tr><tr><td>18.06.2013 at 11.00AM</td><td>Sikar, Jhunjhunu, Churu</td><td>Zonal Office Sikar</td><td>9414022250</td></tr><tr><td>19.06.2013 at 11.00AM</td><td>Bikaner, Gananagar, Hanumangarh</td><td>Zonal Office Bikaner</td><td>9414151501</td></tr><tr><td>21.06.2013 at 11.00AM</td><td>Kota , Bundi, Baran, Jhalawar, Tonk, & Sawaimadhopur</td><td>Zonal Office Kota</td><td>9414050295</td></tr><tr><td>22.06.2013 at 11.00AM</td><td>Bharatpur, Karaoli, Dholpur,</td><td>Zonal Office Bharatpur</td><td>9413385074</td></tr><tr><td>24.06.2013 at 11.00AM</td><td>All Districts accepts Dausa, Jaipur & Alwar</td><td>Confrence Hall RSRTC Head Office Jaipur</td><td></td></tr></table>	Date and Time	Name of Districts	Venue Office of	Contect No	12.06.2013 at 11.00AM	Ajmer, Bhilwara, Nagaor,	Zonal Office Ajmer	9413351676	13.06.2013 at 11.00AM	Jodhpur, Pali, Jalore, Jaisalmer, Barmer, Sirohi	Zonal Office Jodhpur	9413385087	17.06.2013 at 11.00AM	Udaipur, Chittorgarh, Baswara, Pratapgarh, Rajsamad and Dungarpur	Zonal Office Udaipur	9414010388	18.06.2013 at 11.00AM	Sikar, Jhunjhunu, Churu	Zonal Office Sikar	9414022250	19.06.2013 at 11.00AM	Bikaner, Gananagar, Hanumangarh	Zonal Office Bikaner	9414151501	21.06.2013 at 11.00AM	Kota , Bundi, Baran, Jhalawar, Tonk, & Sawaimadhopur	Zonal Office Kota	9414050295	22.06.2013 at 11.00AM	Bharatpur, Karaoli, Dholpur,	Zonal Office Bharatpur	9413385074	24.06.2013 at 11.00AM	All Districts accepts Dausa, Jaipur & Alwar	Confrence Hall RSRTC Head Office Jaipur	
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Clause	Data
20.4	<p>No. of Copies of Proposal: The Technical Proposal shall be in one set only.</p> <p>Note: If bidder wants to bid for more than one Cluster:</p> <p>(i) The Bidder shall be required to submit separate Technical Proposal for such additional Cluster.</p> <p>(ii) The Bidder shall submit Financial Proposal for each Cluster in separate envelope.</p>
23	<p>Proposal Due Date: On 27.06.2013 till 4.00 PM</p>
24.1	<p>Technical Proposal Opening: To be intimated in due course. Financial Proposal Opening: To be intimated in due course.</p>
30.3	<p>Bidding Parameter: The bidding parameter for selecting the bidder for each Cluster (Group of Routes) shall be the highest Premium per kilometer offered by the bidder to RSRTC, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Viability Gap per kilometer to be paid by the RSRTC shall be declared as the Preferred Bidder (the "Preferred Bidder").</p>
32.1	<p>Notice of Award: Within 14 days of Financial Proposal opening or any extension specified by RSRTC</p>
32.2	<p>Signing of Operating Agreement: Within 14 days of Notice of Award or any extension specified by RSRTC</p>
34	<p>Performance Security: The bidders have to furnish, prior to signing of the Operating Agreement, a Performance Security for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) per bus in the form of DD drawn in favour of "Financial Advisor, Rajasthan State Road Transport Corporation" payable at Jaipur. Format of Performance Security is enclosed at Annexure-E.</p>

SECTION 3: PROPOSAL FORMATS

Checklist of Contents of Proposal

Each Bidder shall submit the Proposal for each Cluster with the following attachments in the separate envelopes as specified below:

Envelope A – Technical Proposal (One original set only)

1. Proposal Security as specified in the Data Sheet
2. Form T1: Covering Letter
3. Form T2: Power of Attorney by Bidder in favour of Designated Person(s)
4. Form T3: Power of Attorney by Consortium Members in favour of Lead Member
5. Form T4: Information about the Bidder & Organization Chart
6. Form T5: Relevant Experience
7. Form T6: Financial Capability Statement
8. Form T7: Project Undertaking
9. RFP document with each page initialized

Envelope B – Financial Proposal (Original)

1. Form F1: Price Proposal Format

FORM T1: Covering Letter

Dated:

**The Executive Director (Traffic),
Rajasthan State Road Transport Corporation
Phone: 0141-2374644,
E-mail: rsrtc.edt@gmail.com)**

**Sub: Operation of Stage Carriage Services on Financing, Procurement, Own,
Operation and Management of Buses on Specified Cluster (Group of
routes) in Rural Areas of Rajasthan on Public Private Partnership Basis.**

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as authorized person(s) to make these representations for and on behalf of the Bidder in respect of the Proposal.

For and on behalf of the Bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RFP document issued by RSRTC. We have initialled each page of it to convey our acceptance.
2. That the offer contained in the Proposal attached to this letter is a firm offer which will remain open for the Proposal Validity Period referred to in the RFP, including any extension of the Proposal Validity Period as may be agreed by us.
3. That RSRTC, may by written notice, extend the period of Proposal Validity Period and the Proposal attached to this letter and the Proposal Security shall remain in force and be valid for that extended period as per provisions of the RFP document.
4. That if selected as Preferred Bidder we agree to do the following:
 - (i) To sign the Operating Agreement.
 - (ii) In case of consortium /JV, to form the Association of Persons.
 - (iii) To perform all obligations as per terms and conditions stipulated in RFP.
5. That attached to this letter is the EMD as required by RFP document.
6. Attached to this letter is a true copy of the Power of Attorney between the parties constituting the Consortium (if applicable).

Name:

Title:

Date:

**FORM T2: Power of Attorney by Lead Member/Bidder in favour of Authorized Person
(on non judicial stamp paper of Rs. 100/-)**

Dated -----

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Shri _____{Name of the Person, domiciled at _____
_____ (Address)}, acting as _____ (Designation and name of
the Firm), and whose signature is attested below, is hereby authorized on behalf of
_____Name of Bidder/lead member) to negotiate and settle terms
and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements,
Writings, etc. as may be required by RSRTC for Operation of Stage Carriage Services on
Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster
(Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis, Cluster
No.____ of _____ District and is hereby further authorized to sign and file
relevant documents in respect of the above.

(Attested signature of Shri _____)

IN WITNESS WHEREOF, we have hereunto set our respective hands this _____day
of _____2012 in the presence of the following witnesses

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

We hereby ratify and confirm that all acts done by our attorney _____ (name of
authorized person) shall be binding on us as if same had been done by us personally

Signature _____

[signature of authorised signing officer]

Name _____

[Name of authorised signing officer]

Title _____

[Title of authorised signing officer]

- Note :** (1) Lead member needs to submit separate Power(s) of Attorneys for each authorized person
(2) Any change in the authorized person(s) should be informed to RSRTC along with a similar Power of Attorney in favour of such person(s)

**FORM T3: Power of Attorney by Each Member of the Bidder in favour of Lead Member
(on non judicial stamp paper of Rs. 100/-)**

Dated _____

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN**

WHEREAS we have decided to participate in the bidding process for Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis, **Cluster No. ____ of _____ District (the "Project")** as member of consortium with _____. Independently, I/we authorize, _____ [name of lead member], a _____ incorporated under the laws of _____, the registered address of which is _____, to lawfully represent and act on our behalf as the Lead Member of the Consortium to sign any qualification statement, proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the Consortium, to the RSRTC for all of the obligations of the Consortium in respect of our qualification statement, technical and Financial Proposal for the project, in accordance with the RFP document for the Project issued on ----- and as amended prior to date hereof.

We hereby ratify and confirm that all acts done by our said attorney _____ (name of lead member) shall be binding on us as if the same has been done by us personally. We hereby also ratify and confirm that if we are selected as Preferred Bidder, we shall form Association of Persons as per the following shareholding pattern:

Party	% Shareholding

IN WITNESS WHEREOF, we have hereunto set our respective hands this ____ day of _____ 2012 in the presence of the following witnesses

Witness 1	Witness 2
Signature _____	Signature _____
Name _____	Name _____
Address _____	Address _____

By _____	[the Authorising Company]
Signature _____	[Signature of authorised signing officer]
Name _____	[Name of authorised signing officer]
Title _____	[Title of authorised signing officer]

FORM T4: Information about Bidder

Name of the Bidder

Names and roles of all the members of the bidder should be given below:

1. Information about Member(s)		
(a) Nature of the Bidding Firm		
(a) Individual (b) A Sole Proprietorship (c) A Cooperative Society (d) A Partnership firm (e) A Limited Company (f) Corporation		
(b) Brief Introduction		
Registered Name of Lead Member / Member		
Address		
Telephone	Fax	E-mail
(c) Main Businesses		
In India		
Date of Incorporation		
Under Present Management Since (Year)		
(d) Management		
Chairman of Board		
Chief Executive Officer		
Chief Operating Officer		
Role in Consortium		
(e) List of Shareholders		
Name of Shareholders	Percentage of Share	
2. (a) Information about authorized Person(s)		
Name		
Position		
Telephone	Fax	E-mail

Note:

- (1) Particulars should be furnished separately for each member/partner
- (2) In case of Consortium/JV/Partnership, a copy of interse agreement and Power of Attorney should be attached.
- (3) Organisation Chart showing the structure of the organization, including the names of the directors and position of officers shall be attached/submitted.

FORM T5: Relevant Experience if any (not necessary)

Name of the Bidder:
1. Name of the Project:
2. Location:
3. Project Details: a. commencement date b. type and number of vehicles of bidder under the project c. type of permit and/ or arrangement under which above vehicles are operating
4. Bidder(s) Role in the Project
5. Name, Address, Contact Person, Tel/Fax of the Other Members and their roles in the Project:
6. Financing arrangement (if any):

Note:

- (1) Relevant Experience for this purpose shall mean owning and operation of any type of transport services viz Buses, Mini Buses, Taxies, Maxi cabs or similar type of modes of public transport or trucks in any city/state in India.
- (2) Minimum numbers for satisfying the experience criteria are 5 buses/mini buses/trucks or 20 taxis/cars/cabs/autos
- (3) Please use separate sheet for each project
- (4) The experience as claimed by the Bidder shall be supported by evidence in the form of license/ authorization/ copy of permit etc.

FORM T6 : Financial Capability Statement if any (not necessary)

The financial criteria given above may be satisfied by either of the partner or jointly by both the partners.

S.No.	Parameters	FINANCIAL YEAR (Rs. Lakhs)		
		2008-09	2009-10	2010-11
1	Turnover			
2	Total Assets			
3	Current Assets			
4	Total Liabilities			
5	Current Liabilities			
6	Profit before Tax			
7	Profit after Tax			
8	Net Worth*			
9	Net Cash Accrual #			

* Net Worth = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets

Net Cash Accrual = Profit After Tax + Depreciation + other non-cash expenditure

- a. The Bidder shall provide copies of its audited financial statements/ Income Tax returns and other financial data for the immediately preceding three years. The statement shall include, but not limited to, for immediately preceding three years:
 - i. Audited financial accounts including balance sheet, Profit and Loss accounts statements
 - ii. Additional information supporting evaluation of the company's financial and legal status, if required.
- b. The information provided shall be detailed enough to demonstrate, and allow evaluation of the Bidder's financial capability to fulfill its obligations, if selected as Preferred Bidder.

FORM T7: Project Undertaking
(On the Letter Head of the Bidder or Lead Member in case of a Consortium)

Date _____

**The Executive Director (Traffic),
Rajasthan State Road Transport Corporation
Parivahan Marg
Jaipur**

**Sub: Operation of Stage Carriage Services on Financing, Procurement, Own,
Operation and Management of Buses on Specified Cluster (Group of
routes) in Rural Areas of Rajasthan on Public Private Partnership Basis,
Cluster No. _____ of _____ District**

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by RSRTC.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Operating Agreement, a draft of which also forms a part of the RFP document provided to us.

Dated this Day of 2012

Name of the Bidder/Lead member

Signature of the Authorized Person

Name of the Authorized Person

FINANCIAL PROPOSAL- FORMAT

FORM F1: Price Proposal Format
(On the Letter Head of the Bidder/Lead Member)

To,
The Executive Director (Traffic),
Rajasthan State Road Transport Corporation
Parivahan Marg
Jaipur

Sub: Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis, Cluster No._____of _____District

Being duly authorized to represent and act on behalf of ----- (name of the firm/Lead Member) and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, I/we hereby provide our Price Proposal.

I/We have read all the General Conditions in details particularly the terms and conditions specified in Article-VII of Draft Operation Agreement. I/we undertake to Finance, Procure, Own, Operate and Manage the Rural Buses on:

Cluster No. _____ of _____ District

in accordance with the terms and conditions as provided in the above mentioned Document/s.

I/We submit the **Price Proposal** as under:

Premium that I/we agree to offer on per kilometer basis to Rajasthan State Road Transport Corporation (RSRTC), for an Authorization Period of 6 (six) years.

Cluster Designation	Routes in the Cluster	Premium per km (Rs.)	
		(in Words)	(in Figures)
1	2	3	4

OR

Viability gap that shall be paid to me/us on per kilometer basis by Rajasthan State Road Transport Corporation (RSRTC), throughout the Authorization Period of 6 (six) years:

Cluster Designation	Routes in the Cluster	Viability Gap per km (Rs.)	
		(in Words)	(in Figures)
1	2	3	4

Note:

1. *The applicable table shall be filled in by the bidder without overwriting and without cutting.*
2. *The table not applicable shall be struck off by the bidder.*
3. *Bidder is requested to fill in column 1 of above table from Annexure-A (Column 1): Details of Proposed Clusters.*
4. *Bidder is requested to fill in column 2 of above table from Annexure-A (Column 3): Details of Proposed Clusters.*

We abide by the above offer and all other terms and conditions of the RFP, if RSRTC selects us as the Preferred Bidder.

We also understand that, in case of any discrepancy between the amounts quoted in words and figures, the figure that is beneficial to RSRTC, shall be reckoned.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

SECTION 4: ANNEXURES

ANNEXURE-A: DETAILS OF PROPOSED CLUSTERS (GROUP OF ROUTES)

ANNEXURE-B: MIDI BUS (30+SEATING) SPECIFICATIONS ALONG WITH MODAL

ANNEXURE-C: BUS FARES AND TARIFF STRUCTURE NOTIFIED BY TRANSPORT
DEPARTMENT, GOVERNMENT OF RAJASTHAN

ANNEXURE-D: FORMAT FOR OPERATIONS PERFORMANCE SECURITY

ANNEXURE-A:
Details of Proposed Clusters (Group of Routes) in Bharatpur, Dholpur, Dausa, Karauli Districts and Nearby Areas

BHARATPUR DISTRICT CLUSTERS

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
Cluster-1 of Bharatpur District	1	Bayana to Kherli(Alwar), Via-Kalsara, Chhokarwara	Bayana, Shergarh, Bidyari, Nahroli, Gazipur, Khareri, Bagren, Khan Khera, Kair, Dhaja Moroli, Jaspura Moroli, Kalsera, Salempur Kalan, Gogera, Nithari, Nithar, Mainapura, Ghatri, Sendli, Bhushawar, Deewali, Itamada, Salempura Khurd, Chaintoli, Chhokarwara Kalan, Bachhren, Chhokarwara Khurd, Pathena,	75	7	7	14	3	9	350	303

Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Babekhar, Alipur, Kherli								
	2	Naiwara To Ballabgarh, Via-Halena, Ware,	Jahanpur, Sarsaina, Halena, Gangroli, Govindpura, Ware, Ballabgarh	35	8	8	16	2		280	
	3	Singhani va To Nadbai, Via-Bayana, Ajnoli, Ware, Halena	Singhaniva , Mahmadpura, Brahmawad, Seedpur, Purbai Khera, Salabad, Lahchora Kalan, Nawli, Khohra, Gurdha Nadi, Morooda, Luhasa, Bajhera Kalan, Ware, Govindpura, Gangroli, Halena, Pali, Jharkai, Nyotha, Khangri,	70	8	8	16	4		280	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Nadbai								
Cluster-2 of Bharatpur District	4	Roopwas To Shahpur, Via-Bansi, Rudawal , Rudawal	Nayagaon, Shakkarpur, Chakora, Roopbas,D ahinagaon, Nabhera, Marauli, Madhapura, Khera Thakur, Rudawal, Bhawan Pura, Jareela, Brahmawad, Singhara, Bayana	45	7	7	14	2		315	313
	5	Nayagao n To Bayana, Via-Roopwas , Bokauli, Nabhera	Roopbas, Jatmasi, Dhana, Paharpur, Mahalpoora Chooria, Sirond, Khera Thakur, Rudawal, Bhawan Pura, Jareela, Brahmawad, Singhara, Bayana, Thana Dang	50	7	7	14	2	8	350	

Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
	6	Roopwas To Nadbai, Via- Mahal, Uchchain, Dahra Mod	Roopbas, Doharda, Odel Gaddi, Khanuwa, Sedpura, Khudasa, Bhaisa, Pichoon, Sikroda, Mudhera, Uchchain, Andhiyari, Bahra Rekhapura, Pingora, Bachhama di, Atari, Mai, Jahangeerpur, Paraswara, Dahra, Nam, Khatauti, Kheri Devi Singh, Nadbai	62	5	5	10	2		310	
	7	Milsawa to Bharatpur, Via- Roopwas, daulatgarh, Chak Shyorawali	Milsawa, Ibrahimpur, Khan Surajpura, Roopbas, Doharda, Odel Gaddi, Khanuwa, Aghapur	55	5	5	10	2		275	
Cluster-	8	Ekta to	Ekta,	50	7	7	14	2	8	350	312

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
3 of Bharatpur District		Kirawali (up), Via- Malah, Bharatpur, Undra	Khadera, Malah, Sewer, Bharatpur, Bachhama ndi, Khemra, Undra, Chiksana								
	9	Bharatpur to Bharatpur(circular), Via- Hatheni, Jatoli Rathman	Bachhama ndi, Ikaran, Rundh Ikaran, Gaonri, Phulwara, Peepla, Jatoli Rathman, Jagheena, Madarpur	35	8	8	16	2		280	
	10	Bharatpur to Govardanji, Via- Samai, Kasot, Talphara & Gunsara	Tuhiya, Ubar, Sogar, Ajan, Gunsara, Talphara, Kasot, Koror, Khera Brahman, Samai, Govardanji	48	7	7	14	2		336	
	11	Kherli Gadaswa to Bharatpur, Via- Sewar,	Kherli Gadaswa, Nagla Mai, Mai, Lakhanpur , Gagwana,	35	8	8	16	2		280	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
		Bansi Khurd, Mai	Bansi Khurd, Mahua, Ludhabai								
Cluster-4 of Bharatpur District	12	Bharatpur to Kherli(alwar), Via-Moondota, Paprera,	Moondota, Chitokhari, Paprera, Bhatawali, Gangroli, Luhasa, Nadbai, Katara, Nayabas, Baraulichhar, Akhaigarh	58	6	6	12	2	10	348	314
	13	Bharatpur to Kumher, Via-Moondota, Paprera, Pooth	Moondota, Jharoli, Chitokhari, Paprera, Pooth, Dhanwara, Kumher	36	8	8	16	2		288	
	14	Bharatpur to Deeg, Via-Helak, Kumher, Sent, Samai,	Moondota, Helak, Rundh Helak Bari, Baben, Ajau, Pahua, Kumher, Sent, Tamrer, Korar, Khera Brahman, Samai, Baroli	60	8	8	16	3		320	

Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Chauth, Bahaj								
	15	Bharatpur to Nagar, Via-Kumher, Janoothar	Belara Kalan, Kumher, Sikrora, Pichoomar, Usrani, Therawar, Janoothar, Dantlothi, Jatoli Thoon, Mawai, Sundarbali, Nagar	50	9	9	18	3		300	
Cluster-5 of Bharatpur District	16	Sinsini to Dhaulet, Via-Sent, Deeg, Khoh, Peepal	Sinsini, Sent, Badangarh, Au, Kuchwati, Didawali, Khoh, Pasopa, Garhi Jhilpatti, Olanda, Kaithwara, Peepal Khera, Pahrari, Maliki, Badoli, Pahari, Ghatmeeka, Bhoori, Dhaulet	75	6	6	12	3	9	300	307
	17	Shyorawali to	Shyorawali, Khohri,	43	7	7	14	2		301	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
		Nagar, Via-Deeg, Toda, Durawal	Bandha Chauth, Nigoi, Toda, Bhatpura, Durawal, Nagar								
	18	Deeg to Nadbai, Via-Panhori, Janoothar, Enchera	Nadbai, Luhasa, Bahramda, Bhadeera, Enchera, Kurwera, Janoothar, Moroli, Siswara, Panhori	35	8	8	16	2		280	
	19	Deeg To Nayagao n, Via-Gulpara, Sikri, Dhanota	Bandha Chauth, Nigoi, Barai, Toda, Gulpara, Sikri, Jhanjhar, Sihawali, Teski, Jalalpur	58	6	6	12	2		348	
Cluster-6 of Bharatpur District	20	Badrida m Ashram to Nannera, Via-Khoh, Sablana, Kaman, Satwas	Alipur, Pasopa, Khoh, Chulhera, Mauroli, Sablana, Chhicharw ari, Kaman, Nandera, Satwas, Anchwara,	42	7	7	14	2	10	294	305

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Unchera, Gaonri, Nannera								
	21	Gangora to Barsana (up), Via- Pahari, Sahsan, Kaman, Sunhera	Gangora, Mothooka, Khandewla, Pahari, Bhaisera, Sanwler, Saumka, Sahsan, Bhandara, Kaman, Kanwara, Sunhera	50	7	7	14	2		350	
	22	Papra to Garh Ajan, Via- Gopalgarh, Raph, Bilond, Kaman	Papra, Jot Roohalla, Gopalgarh, Maliki, Pahrari, Raph, Matooki, Bilond, Bilang, Garh Ajan	40	8	8	16	2		320	
	23	Pahari to Nagar, Via- Alimudd in, Juarrha, Amrooka, Gulpara	Pahari, Kathaul, Bamanwari, Juarrha, Ladlaka, Sahsan, Saumka, Amrooka, Raph, Kaithwara, Dawak, Gulpara, Palka, Beroo,	64	8	8	16	4		256	

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					Up	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Alamshah, Jaishri(Jaisri), Khesti, Chirawal Mali, Pendka, Nagar								

DHOLPUR DISTRICT CLUSTERS

Cluster Designation	Route No.	Name of Route	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization
				UP	Down	Total			
1	2	3	5	6	7	8	9	10	11
Cluster-2 of Dholpur District	6	Bari to Maniya, via - Basai Nawab & Saipu	53	6	6	12	2	14	318
	7	Sewarpali to Dholpur, via -8 Meel	55	6	6	12	2		330
	8	Bari to Nagar Kasba, Via-Japawali, Dholpur, 8 Meel	62	8	8	16	3		331
	9	Madanpur to Roopwas(Bharatpur), Via-Bari, Tontri, Saipu	110	6	6	12	4		330
	10	Dholpur to Dholpur, Via-Basai Nawab, Malonipawai	62	8	8	16	3		331

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization
				UP	Down	Total			
1	2	3	5	6	7	8	9	10	11
		, Saipu							
	14	Jasoopura to Sikroda, Via- Marena, Rajakhhera	40	8	8	16	2		320
	15	Rajakhhera to Rajakhhera, Via- Silawat, Samauna,Pinahat (up)	64	7	7	14	3		299

KARAU LI DISTRICT CLUSTERS

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					U P	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
Cluster-4 of Karauli District	13	Hindaun to Bagor, Via-Sikroda, Nagla meena, Shri mahaveerji, Kuneja, Shahr,	Hindaun, Sikrada Jatt, Bargama, Gaonri, Srimahveerji, Danalpur, Chandan Gaon, Kemla, Ronsi, Kunejla, Sop, Shahr, Bagor	55	6	6	12	2	10	330	318
	14	Nadoti to Mahuwa, Via-Gudha Chandraji, Todabhim	Nadoti, Gurachandra Ji, Timawa, Gorda, Padam Pura, Gajjupura, Khohra, Morda, Sehrakhar, Mannauj, Todabhim, Azizpura, Nangal Mandal, Jhreesa	60	6	6	12	2		360	
	15	Chirawanda to Mohanpura, Via-Garhmora, Nadoti, Bheelap	Chirawanda, Garhmora Raisana,, Garh Khera, Salawad, Nadoti, Bheelapada	37	8	8	16	2		296	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					U P	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
		ada									
	16	Sikrai to Nadoti, Via- Talchira , Gudha Chandr aji, Jeetkipu r	Talchida, Bara, Rajahera, Gurachandra Ji, Darlpura, Jeetkipur, Nadoti	42	8	8	16	2		336	
	17	Gudha Chandr aji to Hindau n, Via- Dhawan , Nagal Sherpur , Mandw ara	Timawa, Dholeta, Dhawan, Kamalpura, Morda, Nagal Sherpur, Lapawali, Dahra, Mandwara, Kyarda Khurd, Hindaun	45	6	6	12	2		270	
Cluster- 5 of Karauli District	18	Srimahv eerji to Mahuw a Via- Ranoli, mahswa , Nagal Sherpur , Todabh im	Srimahveerji, Ranoli, Mahswa, Nagal Sherpur, Bhandari Androom, Balghat, Machri, Todabhim, Patoli, Mahuwa	48	6	6	12	2	8	288	320
	19	Srimahv eerji to Mahuw	Srimahveerji, Kirwara, Shekhpura,	52	6	6	12	2		312	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					U P	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
		a, Via-Nagal Sherpur , Todabhim, Bhanakpura	Pahari, Nagal Sherpur, Bhandari Androom, Balghat, Machri, Todabhim, Sankarwara, Parla Khalsa, Bhajera, Bhanakpura								
	20	Srimahveerji to Todabhim, Via-Nisoor, Lapawali, Moondiya, Kheri	Srimahveerji, Gaonri, Kirwara, Shekhpura, Nisoor, Bhopur, Kanjoli, Lapawali, Moondiya, Gazipur, Kheri, Todabhim	42	8	8	16	2		336	
	21	Todabhim to Hindaun Via-Monderoo, Gazipur, Jonl, Bara Gaov	Todabhim, Azizpura, Nangal Mandal, Monderoo, Gazipur, Kariri, Jonl, Bara, Gaon, Salempur, Mahoo Khas, Rewai, varda Kalan, Kyarda Khurd, Mandwara,	43	8	8	16	2		344	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					U P	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Hindaun								
Cluster-6 of Karauli District	22	Hindaun To Hindaun, Via-alipura, Lapawali, Nagal Sherpur, Moondiya, Naya Gaov, Mahoo Khas	Hindaun, Jharera, Bargama, Alipura, Bhopur, Kanjoli, Lapawali, Nagal Sherpur, Katara Aziz, Moondiya, Singhania, Jagdishpura, Mahmadpur, Deolen, Tigriya, Mahoo Khas, Rewai, Kvarda Kalan, Kyarda Khurd, Mandwara	54	6	6	12	2	8	324	327
	23	Suroth to Masalpur, Via-Pali, Hindaun, Fatehpur	Suroth, Baijat, Vijayapura, Pali, Lachhora, Bajana Kalan, Banki, Hindaun, Bajheda, Bhango, Mothiyapur, Fatehpur, Gadoli,	62	8	8	16	3		331	

**Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis**

Cluster Designation	Route No.	Name of Route	Name of Gram Panchyats	Route Length	Proposed No of Trips			No of Buses	Total Buses in Cluster	Daily Vehicle Utilization	Average Vehicle Utilization in the Cluster
					U P	Down	Total				
1	2	3	4	5	6	7	8	9	10	11	12
			Kheriya, Masalpur								
	24	Khana Khoh(Jagar) to Hindaun, Via-Jat Nagala, Hindaun	Jagar, Chinayta, Sherpur, Jat Nagla, Banki, Hindaun, Karsoli, Khareta, Mothiyapur, Kotri, Gaoda Meena, Todoopura, Gunsar, Khera, Pataunda, Kachroli, Phulwara	70	7	7	14	3		327	

ANNEXURE B: MIDI BUS (30 PLUS SEATING) SPECIFICATIONS

Tentative list of the various models of Midi bus (30 plus seating) are given below. Exact model shall be finalized after pre-bid meeting.

S.No.	Firm Name	Model	Seats	Engine (HP)
1	Ashoka Leyland	Stage Diesel BS-III	Min. 30 Seat 4200 WB	120 HP @2400 RPM
2	Ashoka Leyland	Lynx (Diesel) BS-III	31+ D 4200 WB	120 HP @2400 RPM
1	VE Commerical	10.75 H	31+1+1 (2x2) 4265 WB	95 HP @ 3200 RPM (BS-III)
2	VE Commerical	10.75 H	31+1+1 (2x2) 4265 WB	95 HP @ 2600 RPM (BS-IV)
3	VE Commerical	10.90 L	32 4265 WB	95 HP @ 3200 RPM (BS-III) 95 HP @ 2600 RPM (BS-IV)
4	VE Commerical	10.75 H	31+1+1 4265 mm WB	95 HP @ 3200 RPM (BS-III)
5	VE Commerical	10.75 H	31+1+1 4265 mm WB	95 HP @ 2600 RPM (BS-IV)
S.No.	Varient			TYPE
1	TATA LPO 7.5 T STAR BUS ULTRA (30+1) SEATER			FULLY BUILT BUS
2	TATA LPO 7.5 T STAR BUS ULTRA (31+1) SEATER			FULLY BUILT BUS
3	TATA LPO 7.5 T STAR BUS ULTRA (33+1) SEATER			FULLY BUILT BUS
4	TATA LPO 7.5 T STAR BUS ULTRA (30+1) SEATER			FULLY BUILT BUS
5	TATA Motors STAR BUS LP 712/ 42 (32+1) SEATER			FULLY BUILT BUS
S.No.	Firm Name	Model	Seats	Engine
1	Mahindra Navistar	Tourister T32 4200 BS-III	32+D 4200 WB	115@ HP 2800 RPM

ANNEXURE C: Bus Fares and Tariff Structure Notified by Transport Department, Government of Rajasthan

राजस्थान राज्य पथ परिवहन निगम मुख्यालय, जयपुर ।
कमांक एफ-4/मु/याता/लेखा(1)/2012/833 दिनांक :- 14-03-2012
कार्यालय-आदेश

उप शासन सचिव (मुख्यालय) परिवहन विभाग राजस्थान सरकार,
जयपुर द्वारा जारी अधिसूचना कमांक एफ-7/(100)/(71)परि/नियम/2002/ii/2085
जयपुर दिनांक 05.08.2011 से निर्धारित अधिसूचित दरों को दृष्टिगत रखकर निगम द्वारा यात्री
किराया दरों में निम्नानुसार परिवर्तन किया जाता है :-

सेवा	वर्तमान किराया प्रति यात्री प्रति कि.मी. (पैसा)	परिवर्तित किराया प्रति यात्री प्रति कि.मी. (पैसा)
सधारण	58	63
दुतमामी	62	67
सेमी-डोल्बक्स Non A.C.	68	70
डोल्बक्स (राज्य के मार्ग पर) Non A.C.	85	90
डोल्बक्स (अन्तराज्यीय मार्ग पर) Non A.C.	105	110
वातानुकूलित (राज्य के मार्ग पर)	120	130
वातानुकूलित (अन्तराज्यीय मार्ग पर)	140	150
वातानुकूलित सुपर लक्जरी	160	160
वातानुकूलित सुपर लक्जरी (multiaxle)	170	170

जयपुर - दिल्ली के मध्य अखिल भारतीय अनुज्ञा पत्रों पर संचालित दिशिष्ट
सेवाओं में प्रति यात्री किराया दर, समस्त अधिभार एवं टोल टैक्स सहित निम्नानुसार वसूल किया
जा रहा है । जिसमें किसी तरह का बदलाव नहीं किया गया है ।

क्र.सं.	सेवा	वर्तमान यात्री किराया प्रति यात्री रुपये
1.	डोल्बक्स	405
2.	डोल्बक्स स्लीपर	450
3.	वातानुकूलित	505
4.	वातानुकूलित सुपर लक्जरी	685
5.	वातानुकूलित सुपर लक्जरी मध्य टोपी	735
6.	वातानुकूलित सुपर लक्जरी (multiaxle)	785

उक्त परिवर्तित यात्री किराया दरों के अतिरिक्त यात्रियों से पृथक से वसूल किये
जाने वाले दुर्घटना क्षतिपूर्ति अधिभार तथा मानव संसाधन अधिभार की दरें पुर्वानुसार यथावत
रहेगी जो निम्नानुसार हैं :- (i) दुर्घटना क्षतिपूर्ति अधिभार एवम् (ii) मानव संसाधन अधिभार :-

क्र.सं.	कि.मी.	दुर्घटना क्षतिपूर्ति अधिभार प्रति यात्री वसूल की जाने वाली दर रु.	मानव संसाधन अधिभार प्रति यात्री वसूल की जाने वाली दर रु.
1.	00 से 30 तक	1.00	0.00
2.	31 से 50 तक	2.00	0.00
3.	51 से 100 तक	3.00	2.00
4.	100 से अधिक	5.00	3.00

(iii) टोल टैक्स :-

क्र.सं.	विवरण	प्रति यात्री वसूली योग्य टोल टैक्स राशि (रुपये)
1.	यात्री किराया राशि रुपये 20/- तक अथवा यात्रा दूरी 50 कि.मी. तक (जो भी पहले हो)	रुपये 1.00 प्रति टोल गेट
2.	यात्री किराया राशि रुपये 21/- या इससे अधिक परन्तु 40/- रुपये तक अथवा 50 कि.मी. से अधिक किन्तु 100 कि.मी. तक की यात्रा (जो भी पहले हो)	रुपये 2.00 प्रति टोल गेट
3.	यात्री किराया राशि 41/- रुपये या इससे अधिक अथवा 100 कि.मी. से अधिक की यात्रा (जो भी पहले हो)	रुपये 3.00 प्रति टोल गेट

(iv) आई.टी. शुल्क : आदेश क्रमांक एफ-3/आई.टी./35-बी/2011/105 दिनांक 19.12.2011 के अनुसार वसूली की जानी है :-

क. यह शुल्क साधारण , उप नगरीय एवं ग्रामीण सेवा वाहनों पर प्रभावी नहीं है ।

ख. दूतगामी बसों में 50 कि.मी. तक यह शुल्क प्रभावी नहीं है । तत्पश्चात शेष श्रेणी की वाहनों में प्रति टिकिट आई.टी.शुल्क निम्नानुसार वसूली योग्य है :-

क.स.	वाहन श्रेणी	आई.टी.शुल्क दर रु.
1.	समस्त लम्बरी एवं सुपर लम्बरी	5/-रु. प्रति टिकिट
2.	वातानुकूलित	4/-रु. प्रति टिकिट
3.	डीलक्स, सेमी डीलक्स, गौधी रथ, स्लीपर(नोन.ए.सी)	3/-रु. प्रति टिकिट
4.	दूतगामी	2/-रु. प्रति टिकिट

उक्त परिवर्तित यात्री किराया दरें दिनांक 15.9.2012-16.9.2012 की मध्य रात्रि से अर्थात् दिनांक 16.9.2012. से प्रभावी होगी । जिनका रेडीरेकनर स्टेजवाईज तैयार कर संलग्न प्रेषित किया जा रहा है जिसके आधार पर अपने आगार के अधीनस्थ मार्गों की स्टेजवाईज क्रोस किराया तालिका तैयार कर लागू की जावे । प्रत्येक मार्ग की किराया तालिका की दो दो प्रतियों सात दिवस में सहायक लेखाधिकारी (यातायात)को प्रेषित की जावे ।

परिवर्तित यात्री किराये के अनुसार नई टिकिटें मुद्रित करानी होगी जिसमें समय लगना सम्भावित है । अतः इस सम्बन्ध में निम्न निर्देश दिये जाते हैं:-

- वर्तमान यात्री किराये की मुद्रित टिकिटों पर परिवर्तित यात्री किराये की रबड(सील) मोहर अंकित करके ही बेचान किया जावे ।
- मुख्य प्रबन्धक का यह दायित्व होगा कि उनके अधीनस्थ बुकिंग धरों से टिकिटों पर परिवर्तित यात्री किराये की रबड मोहर लगाकर ही विक्रय की जावे, इसकी समुचित व्यवस्था करें तथा E.T.I.M. में भी परिवर्तित यात्री किराया दरों का संशोधन किया जाकर ही सम्बन्धित को दी जावे । आगार कार्यालयों से भी बुकिंगधरों को टिकिट जारी करने से पूर्व परिवर्तित यात्री किराये की रबड (सील) मोहर प्रत्येक टिकिट पर लगाकर ही जारी किये जावे ।
- आपके अधीनस्थ बुकिंग एजेंटों द्वारा परिवर्तित यात्री किराये के अनुसार प्रभावी दिनांक से टिकिट विक्रय किया जाना सुनिश्चित करें । यदि पूर्व यात्री किराया दरों के अनुसार कमीशन का भुगतान कर दिया गया है तो उसके समायोजन/वसूली की व्यवस्था की जावे ।
- आगार के अधीन बुकिंग धरों पर प्रयोग में आने वाले गन्तव्य स्थानों के टिकिटों की मांग परिवर्तित यात्री किराया दर्शाते हुये, निम्न प्रोफार्म में तुरन्त प्रभाव से सहायक लेखाधिकारी (टिकिट स्टोर) मुख्यालय जयपुर को आवश्यकतानुसार ही आवश्यक रूप से भेजे:-

प्रोफार्म

आगार का नाम

क.स.	स्टेज का नाम	दूरी कि.मी.	यात्री किराया राशि (रुपये)	दैनिक खपत	आवश्यकता

5. मार्गवार किराया तालिका तैयार करते समय निम्न बिन्दुओं का ध्यान रखा जावे:-

- व्यस्क यात्रियों से 5 कि.मी. की दूरी तक प्रभावी न्यूनतम यात्री भांडा 5/-रुपये प्रति यात्री होगा लेकिन बालक यात्रियों के मामले में 2/-रुपये प्रति बालक होगा ।
- साधारण , दूतगामी सेमी डीलक्स एवं डीलक्स सेवा वाहनों में यात्री किराया राशि 1/- रुपये के गुणनखण्ड में निर्धारित की जावेगी अर्थात् 49 पैसे या कम राशि छोड़ दी जावेगी तथा 49 पैसे से अधिक कोई भी राशि 1.00 रु.तक पूर्णांकित की जावेगी । पूर्णांकित यात्री किराया राशि में प्रत्येक यात्री से दुर्घटना क्षतिपूर्ति अधिभार , मानव संसाधन अधिभार , टोल टैक्स एवं आई.टी. शुल्क राशि निर्धारित दरानुसार पृथक से वसूली योग्य होगी ।

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3. साधारण सेवा वाहनों के समान ही समस्त अन्य श्रेणी की सेवा वाहनों में केवल 100 कि.मी. की दूरी तक यात्री किराया राशि को बिन्दु संख्या 5.(2) के अनुसार संगणित किया जावेगा तथा निर्धारित दरानुसार ,दुर्घटना क्षतिपूर्ति अधिभार, मानव संसाधन अधिभार ,टोल टैक्स एवं आई.टी.शुल्क राशि भी यात्री किराये के साथ यात्री से वसूल की जावेगी ।
4. साधारण ,दुतगामी, सेमी डीलक्स, सेवा वाहनों के अलावा अन्य श्रेणी की वाहनों यथा डीलक्स , वातानुकूलित वाहनों में 100 कि.मी. से अधिक दूरी की यात्रा के लिये दुर्घटना क्षतिपूर्ति अधिभार तथा मानव संसाधन अधिभार को किराया राशि में जोड़कर अगले 5.00 रु. के गुणनखण्ड में पूर्णांकित किया जावेगा ।
5. विशिष्ट सुपरलक्जरी सेवाओं में यात्री किराया राशि को 5.00 रु. गुणन खण्डों में पूर्णांकित नहीं किया जावेगा ।
6. यात्री भाड़ा पूर्वानुसार 5 कि.मी. के प्रक्रमों(मजिलो)में संगणित किया जावेगा ।

सलगन :- यात्री किराया रेडीरेकनर

अध्यक्ष एवम् प्रबन्ध निदेशक

क्रमांक एफ-4/मु./याता/लेखा(1)/2012/833

दिनांक :- 14-09-2012

प्रतिनिधि:- निम्न को सूचनार्थ आवश्यक कार्यवाही हेतु प्रेषित है:-

1. आयुक्त एवं प्रमुख शासन सचिव, परिवहन विभाग, राजस्थान सरकार, जयपुर ।
2. निजी सचिव अध्यक्ष एवं प्रबन्ध निदेशक, राजस्थान परिवहन निगम, मुख्यालय जयपुर
3. समस्त विभागाध्यक्ष () राजस्थान परिवहन निगम, मुख्यालय जयपुर ।
4. समस्त महा प्रबन्धक, /संयुक्त महा प्रबन्धक() राजस्थान परिवहन निगम, मु0 जयपुर ।
5. निगम सचिव रा0परि0निगम मु0 जयपुर ।
6. उप महा प्रबन्धक (सांख्यिकी/बजट/ टिकिट/अंकेक्षण) राज0 परि0 नि0, मु0 जयपुर ।
7. ए.सी.पी. राजस्थान परिवहन निगम, मुख्यालय जयपुर को प्रेषित कर लेख है कि वर्णित आदेश मय रेडीरेकनर वेबसाईट पर उपलब्ध कराना सुनिश्चित करावे तथा कम्प्यूटर एवम् ई.टी.आई.एम. में आवश्यक संशोधन कराना सुनिश्चित करावे ।
8. जोनल मैनेजर राजस्थान परिवहन निगम.....जोन ।
9. समस्त राज्य परिवहन /राज्य परिवहन निगम
10. कार्यकारी प्रबन्धक, (जनसम्पर्क)/संचालन /() रा.प.नि.मुख्यालय जयपुर ।
11. सहा0.लेखाधिकारी, (टिकिट /अंकेक्षण) राजस्थान परिवहन निगम मुख्यालय जयपुर ।
12. समस्त मुख्य प्रबन्धक, /प्रबन्धक, (वित्त/यातायात)राज0 परि0 निगम..... आगार ।
13. कन्ट्रोल रूम, मुख्यालय, जयपुर को भेजकर लेख है कि समस्त सम्बन्धित जोनल मैनेजर्स एवं मुख्य प्रबन्धकों को उनके दूरभाष पर सूचित करें ।
14. आदेश पत्रावली ।

कार्यकारी निदेशक (यातायात)

Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses
on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis



Rajasthan State Road Transport Corporation, Jaipur.

Revised Fare Rate in Rs. Per passenger w.e.f. 16/09/2012

S.No.	KMS.	Ordinary Services					Chargeable Amount from Passenger (in Rs.)
		Fare Per seat Per kms		Acc. Comp. Surcharge	HR Surcharge	Total	
		Existing 58 Paisa	Revised 63 Paisa				
1	1 - 5	5	5	1		6	6
2	6 - 10	6	6	1		7	7
3	11 - 15	9	9	1		10	10
4	16 - 20	12	13	1		14	14
5	21 - 25	15	16	1		17	17
6	26 - 30	17	19	1		20	20
7	31 - 35	20	22	2		24	24
8	36 - 40	23	25	2		27	27
9	41 - 45	26	28	2		30	30
10	46 - 50	29	32	2		34	34
11	51 - 55	32	35	3	2	40	40
12	56 - 60	35	38	3	2	43	43
13	61 - 65	38	41	3	2	46	46
14	66 - 70	41	44	3	2	49	49
15	71 - 75	44	47	3	2	52	52
16	76 - 80	46	50	3	2	55	55
17	81 - 85	49	54	3	2	59	59
18	86 - 90	52	57	3	2	62	62
19	91 - 95	55	60	3	2	65	65
20	96 - 100	58	63	3	2	68	68
21	101 - 105	61	66	5	3	74	74
22	106 - 110	64	69	5	3	77	77
23	111 - 115	67	72	5	3	80	80
24	116 - 120	70	76	5	3	84	84
25	121 - 125	73	79	5	3	87	87
26	126 - 130	75	82	5	3	90	90
27	131 - 135	78	85	5	3	93	93
28	136 - 140	81	88	5	3	96	96
29	141 - 145	84	91	5	3	98	99
30	146 - 150	87	95	5	3	103	103
31	151 - 155	90	98	5	3	106	106
32	156 - 160	93	101	5	3	109	109
33	161 - 165	96	104	5	3	112	112
34	166 - 170	99	107	5	3	115	115
35	171 - 175	102	110	5	3	118	118
36	176 - 180	104	113	5	3	121	121
37	181 - 185	107	117	5	3	125	125
38	186 - 190	110	120	5	3	128	128
39	191 - 195	113	123	5	3	131	131
40	196 - 200	116	126	5	3	134	134
41	201 - 205	119	129	5	3	137	137
42	206 - 210	122	132	5	3	140	140
43	211 - 215	125	135	5	3	143	143
44	216 - 220	128	139	5	3	147	147
45	221 - 225	131	142	5	3	150	150
46	226 - 230	133	145	5	3	153	153
47	231 - 235	136	148	5	3	156	156
48	236 - 240	139	151	5	3	159	159
49	241 - 245	142	154	5	3	162	162
50	246 - 250	145	158	5	3	166	166
51	251 - 255	148	161	5	3	169	169
52	256 - 260	151	164	5	3	172	172
53	261 - 265	154	167	5	3	175	175
54	266 - 270	157	170	5	3	178	178
55	271 - 275	160	173	5	3	181	181
56	276 - 280	162	176	5	3	184	184
57	281 - 285	165	180	5	3	188	188

ANNEXURE D: Notification regarding Concession offered by RSRTC in various categories

राजस्थान राज्य पथ परिवहन निगम, जयपुर
राजस्थान मूल के विभिन्न श्रेणी के व्यक्तियों को राजस्थान सरकार के निर्देश/ अनुमोदन
अनुसार देय यात्रा सुविधाओं का विवरण
(नवीनतम स्थिति दिनांक 29.12.2011)

क्र.सं.	श्रेणी	देय सुविधा	सुविधा देय तिथि / वर्ष
1.	पत्रकार	निःशुल्क	वर्ष -1974
2.	स्वतन्त्रता सेनानी	निःशुल्क	दिनांक 01.04.1987
3.	स्वतन्त्रता सेनानी का एक सहयोगी	निःशुल्क	दिनांक 07.05.1994
4.	स्वतन्त्रता सेनानियों की विधवाएं	निःशुल्क	दिनांक 04.05.1989
5.	स्वतन्त्रता सेनानी की विधवा का एक सहयोगी	निःशुल्क	दिनांक 02.03.2007
6.	युद्ध में शहीद सैनिकों की विधवाएं एवं उन पर आश्रित अवयवक संतानें	निःशुल्क	दिनांक 08.07.1999
7.	राज्य की अनुसूचित जाति एवं आदिवासी क्षेत्र की आदिवासी बालिकाएं कक्षा 8 तक अध्ययन हेतु स्कूल जाने व आने के लिये	निःशुल्क	माह -जून 1994
8.	पद्म पुरस्कार से सम्मानित व्यक्ति	निःशुल्क	दिनांक 24.05.2010
9.	पद्म पुरस्कार से सम्मानित व्यक्ति का एक सहयोगी	निःशुल्क	दिनांक 06.04.2011
10.	नेत्रहीन	निःशुल्क	वर्ष -1974
	अधता	निःशुल्क	दिनांक 03.08.2010
11.	नेत्रहीन का एक सहयोगी	निःशुल्क	दिनांक 09.03.2005
	अधता से ग्रसित व्यक्ति का एक सहयोगी	निःशुल्क	दिनांक 03.08.2010
12.	श्रवण बाधित	निःशुल्क	दिनांक 03.08.2010
13.	विकलांग (अस्थि विकलांग)	निःशुल्क	दिनांक 07.04.2011
	चलन निराकरता	निःशुल्क	दिनांक 03.08.2010
14.	मानसिक विमन्दित/मंदता	निःशुल्क	दिनांक 31.08.1998
		निःशुल्क	दिनांक 03.08.2010
15.	मानसिक विमन्दित/मंदता से ग्रसित का एक सहयोगी	निःशुल्क	दिनांक 03.08.2010
16.	कम दृष्टि निराकरता	निःशुल्क	दिनांक 03.08.2010
17.	मानसिक रूग्णता	निःशुल्क	दिनांक 03.08.2010
18.	मानसिक रूग्णता से ग्रसित व्यक्ति का एक सहयोगी	निःशुल्क	दिनांक 03.08.2010
19.	कुष्ठ रोग मुक्त	निःशुल्क	दिनांक 03.08.2010
20.	अन्तर्राष्ट्रीय स्तर की खेल स्पर्द्धाओं में राज्य के पदक विजेता	निःशुल्क	दिनांक 10.08.2010
21.	राष्ट्रपति पुलिस मेडल फॉर गैलेन्ट्री एवम् पुलिस मेडल फॉर गैलेन्ट्री अवार्ड से सम्मानित व्यक्ति	निःशुल्क	दिनांक 7.8.2011
22.	राष्ट्रपति पुलिस मेडल फॉर गैलेन्ट्री एवम् पुलिस मेडल फॉर गैलेन्ट्री अवार्ड से सम्मानित व्यक्ति जो वर्तमान में सेवारत नहीं है का एक सहयोगी	निःशुल्क	दिनांक 30.8.2011
23.	असंक्रामक कुष्ठ रोगी	यात्री किराया में 75% छूट	दिनांक 01.04.1987
24.	थैलीसीमिया रोगी	यात्री किराया में 75% छूट	वर्ष -1992
25.	थैलीसीमिया रोगी का एक सहयोगी	यात्री किराया में 50% छूट	दिनांक 25.08.2003
26.	एड्सरोगी (IMMUNO COMPROMISED)	यात्री किराया में 75% छूट	दिनांक 25.08.2003
27.	कैंसर रोगी	यात्री किराया में 75% छूट	दिनांक 01.05.1984
28.	कैंसर रोगी का एक सहयोगी	यात्री किराया में 50% छूट	दिनांक 25.08.2003
29.	विद्यार्थी	यात्री किराया में 50% छूट	वर्ष -1974
30.	राष्ट्रीय एवम् राज्य स्तर पर पुरस्कृत शिक्षकों को यात्री किराया में रियायत	यात्री किराया में 50% छूट	दिनांक 10.02.2011
31.	निगम के लाईसेन्सधारी कुलियों को नगरीय सेवाओं में निवासस्थान से बसस्टैंड आने की यात्रा के लिए	यात्री किराया में 50% छूट	दिनांक 19.05.2008
32.	65 वर्ष व इससे अधिक आयु के वरिष्ठ नागरिक वरिष्ठ नागरिक की आयु सीमा 65 वर्ष के स्थान पर 60 वर्ष निर्धारित प्रमाणी दिनांक 20.04.2011	यात्री किराया में 30% छूट राज्य की सीमा से बाहर यात्रा पर 30% छूट	दिनांक 20.09.2004 दिनांक 16.10.2006
33.	महिलाओं द्वारा समूह में (न्यूनतम 5 महिलाएं) यात्रा करने पर	यात्री किराया में 25% छूट	दिनांक 14.05.2007
34.	आदिवासी जनजाति क्षेत्रों में संचालित साधारण सेवा वाहनों में आदिवासियों को	यात्री किराया में 25% छूट	दिनांक 23.02.2008

उक्त के अतिरिक्त निम्न पुलिस/ सुरक्षा कर्मियों की मृत्यु पर उनकी पत्नी तथा आश्रित बच्चों को निगम बसों में निःशुल्क यात्रा सुविधा की अनुमति दी गई :-

1.	कास्टबल स्वर्गीय श्री सन्देशान	निःशुल्क	दिनांक 30.07. 2010
2.	पुलिस निरीक्षक स्वर्गीय श्री फूल मोहम्मद	निःशुल्क	दिनांक 20.04. 2011
3.	स्व.श्री दुर्गालाल कौर सुरक्षा कर्मी	निःशुल्क	दिनांक 13.10. 2011
4.	स्वर्गीय श्री निहाल सिंह का0गि0 नं0 185	निःशुल्क	दिनांक 29.12. 2011

ANNEXURE E: Format for Performance Security

{To be issued by a Scheduled Bank's Branch at _____(name of district)}

(On a Non-Judicial Stamp Paper)

THIS DEED OF GUARANTEE executed on this the ____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as _____ the Guarantor which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of _____ having its registered office at _____, hereinafter referred to as "**RSRTC**", which expression shall unless it be repugnant to the subject or context thereof include successors and assigns.

- A. By the Operating Agreement dated _____ entered into between RSRTC and M/s. _____, (as applicable) a Sole Proprietor/Cooperative /Partnership Firm/company incorporated under the Companies Act, 1956/ Association of Persons (in Case of Consortium) having its registered office at _____, hereinafter called "**the Bus Operator**", the **Bus Operator** has been allotted Rural bus Cluster (Group of routes) No. _____ of _____ District (description of the rural bus Cluster) for Finance, Procure, Own, Operate and Manage of _____ number of buses under the Operation of Stage Carriage Services project.
- B. In terms of Clause 34 of the Request for Proposal (RFP) Document, the Company is required to furnish to RSRTC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____ only) **{to be computed @ Rs. 25000/- per bus}** as security for performance/ discharge of its obligation under the Operating Agreement ("**Performance Security**").
- C. At the request of the Bus Operator, the Guarantor has agreed to provide the Guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Company of its obligations under the Operating Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- 1) The capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Operating Agreement.
- 2) The Guarantor hereby guarantees the due and punctual performance by the **Bus Operator** of all its obligations under the Operating Agreement and accepts that the decision of the RSRTC in this behalf shall be final, conclusive and binding on the Guarantor.
- 3) The Guarantor shall, without any protest or demur and merely on a demand by RSRTC, pay to RSRTC sums not exceeding in aggregate Rs. _____ (Rupees _____ only), within five (5) days of receipt of a written demand therefore from RSRTC stating that the **Bus Operator** has failed to meet its

performance obligations under the Operating Agreement. The Guarantor shall have no obligation to go into the veracity of any demand made by RSRTC and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.

- 4) In order to give effect to this Guarantee, RSRTC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Operating Agreement or other documents or by the extension of time for performance granted to the **Bus Operator** or postponement/non exercise/ delayed exercise of any of its rights by RSRTC or any indulgence shown by RSRTC to the **Bus Operator** and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by RSRTC or any indulgence shown by RSRTC provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
- 5) This Guarantee shall be absolute, unconditional and irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations hereunder.
- 6) This Guarantee shall not be affected by any change in the constitution or winding up of the **Bus Operator** /the Guarantor or any absorption, merger or amalgamation of the **Bus Operator** /the Guarantor with any other Person.
- 7) The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.
- 8) The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and Indian law shall be applicable.
- 9) This Guarantee shall be released or discharged only by an express release letter issued by RSRTC.
- 10) The Guarantor hereby agrees that without the concurrence of the Guarantor, the Parties to the Operating Agreement shall be at liberty to vary, alter or modify the terms and conditions of the Operating Agreement and further agrees that its liability under this Guarantee shall in no manner be affected by such variation etc.
- 11) The Guarantor agrees that time is the essence of this Guarantee.
- 12) To give effect to this Guarantee, RSRTC may act as though the Guarantor were the principal debtor to RSRTC. RSRTC shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the **Bus Operator**. The postponement of action against the **Bus Operator** shall be a matter of the sole discretion of RSRTC and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to RSRTC and the

realizations from the **Bus Operator's** assets can be postponed by RSRTC till after the recovery of the amounts claimed or demanded from the Guarantor.

- 13) A certificate in writing signed by a duly authorized official of RSRTC shall be conclusive evidence against the Guarantor of the amount for the time being due to RSRTC from the **Bus Operator** in any action or proceeding brought on this Guarantee against the Guarantor.
- 14) This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with RSRTC by the **Bus Operator** and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to RSRTC under the Operating Agreement.
- 15) The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor further represents that all regulatory approvals, permits and authorisations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
- 16) The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarantee
- 17) Any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or its successors or assigns, as the case may be.
- 18) This Guarantee will remain in force up to one year from the Date of issue of this Guarantee.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and delivered by the

above named _____ Bank by

its Authorised Signatory as authorised by

Resolution/Regulation/Decision of its

Regional Board/Central Board in accordance

with the decision/resolution passed on _____

Authorised Signatory

In the presence of:

- 1.
- 2.

SECTION 5: DRAFT OPERATING AGREEMENT

DRART OPERATING AGREEMENT

THIS OPERATION AGREEMENT (herein after also referred to as “**Agreement**”) is made on this ____ day of _____, _____ at Jaipur, Rajasthan

By and Among

RAJASTHAN STATE ROAD TRANSPORT CORPORATION (RSRTC), constituted by Government of Rajasthan and having its registered office at Privahan Marg, Jaipur, represented herein by its Chief Manager, _____ (hereinafter referred to as “**Grantor**” which expression, shall unless repugnant to the context or the meaning thereof, include its successors and assigns) of the **ONE PART**

AND

M/s _____ a Sole Proprietor/Cooperative/Partnership Firm/Company/ Association of the persons (in case of Consortium/Joint Venture), having its registered office at _____, India, represented by _____ hereinafter referred to as the “**Authorizee**” or “**Operator**” (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**

Each singly a “**Party**” as the context may require and all collectively the “**Parties**”.

WHEREAS

- A. RSRTC was established on 1st October 1964 and is the largest provider of intercity bus transportation in Rajasthan. The Corporation's main objectives are; to provide efficient, adequate, economical, safe and well coordinated passenger transport service and through the development of transport facility, development of this virgin Desert Land for our national economy. With these objective RSRTC has been providing services not only on notified routes but also on sub non-nationalized routes for the convenience of the public. Inter State Services were also being extended to the neighbouring States for a coordinated transport service system.
- B. In order to provide safe, secure, efficient, reliable and affordable operation of buses in rural areas of Rajasthan, RSRTC has formulated a pilot scheme for Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Management of Buses on Specified Cluster (Group of routes) in Rural Areas of Rajasthan on Public Private Partnership Basis:
- C. RSRTC is a State Transport Undertaking and has been allotted the route permits for the routes set out in **Schedule-A** of this Agreement under The Motor Vehicles Act, 1988 as applicable to the State of Rajasthan.

- D. RSRTC has decided to establish a network of passenger buses for transporting passengers in the rural areas of the Rajasthan with private Operator's participation in consonance with section 103 (1) (1A) of The Motor Vehicles Act, 1988.
- E. Pursuant to the above, a transparent and competitive bidding process was undertaken and a Request for Proposal, March 2012 inviting bids for running passenger buses on rural Cluster No.____ in and around _____ District was issued and proposals were received for the same.
- F. M/s _____, _____ has been selected as Preferred Bidder by the RSRTC to operate the passenger bus services on Cluster No.____ of _____ District as set out in **Schedule-A** of this Agreement on the terms and conditions as prescribed in the Request for Proposal / Letter of Intent and this Operation Agreement.
- G. The Preferred Bidder hereby acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the operations, including technical and financial viability, legal due diligence, demand, passenger volumes and forecast, and on the basis of its independent satisfaction agrees to implement the Project at its cost and expense.
- H. As per the requirements of the Request for Proposal document the Preferred Bidder hereby accepts the authorization and agrees to implement the Project at its cost and expense, in accordance with the terms and conditions of this Agreement.

DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Abandon" or "Abandonment" means the cessation of bus operations under the Project, other than as a result of an event of Force Majeure, for a continuous period of 3 (three) or more days

"Agreement" means this Agreement including the recitals, annexures, schedules and attachments hereto and as may be amended, supplemented or modified in accordance with the provisions hereof.

"Applicable Laws" means any statute, ordinance, notification, rule, regulation, judgement, order, decree, bye-law, approval, directive, guideline, policy, requirement or other Government restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State of Rajasthan, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.

"Authorization Period" means the period as mentioned in Article-I of this Agreement.

"Authorization" means the rights granted by the RSRTC to the Operator under Article I, subject to the terms and conditions of this Agreement.

“Change in Law” means occurrence of any of the following events after the execution of this Agreement:

- (a) enactment of any new Central/State Laws or Directives;
- (b) the repeal in whole or in part (unless re-enactment with the same effect) or modification of any existing Central/State Laws or Directive;
- (c) the change in interpretation or application of any Applicable Law;
- (d) the imposition of a requirement for a Clearance(s) not required on the date of this Agreement;
- (e) after the date of grant of any Clearance(s), a change in the terms and conditions attaching to such Clearance(s) or the attachment of any new terms and conditions to a Clearance(s); or
- (f) any Clearance(s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application in respect thereof having been duly made in good time.

“Clearance” means any consent, license, approval, permit, exemption or other authorization of whatsoever nature which is required to be granted by any Competent Authority, and/or any registration or filing of application with a Competent Authority from time to time, to undertake, implement and operate or in connection with the Project.

“Cluster” means the group of routes specified in **Schedule-A** of this Agreement.

“Compliance Date” is as defined under Article 2.3 (e).

“Conditions Precedent” means the conditions set out in Article II.

“Concessional Activities” is as defined under Article III

“Cure Period” means the period as specified in Article X, as long as the same is not in contradiction with the provision of The Motor Vehicles Act, 1988” and the rules framed their under.

“Directive” means any policy, present or future, requirement, instruction, direction, order, regulation or rule of any Competent Authority which is legally binding or which should customarily be observed by a reasonable and prudent owner, designer, contractor, Operator or user involved in Project or any modifications, extension or replacement thereof as applicable from time to time.

“Event of Default” means the Operator’s Event of Default or the RSRTC’s Event of Default, as the context may require.

“Facilities” means the parking facilities, bus stops, system of issuing monthly/ seasonal passes, GPS based bus tracking system, passenger information system, and other infrastructure that may be developed by/ for the RSRTC as a part of Rural bus services.

“Fares & Charges” means the amount of money levied, demanded, charged, collected, retained and appropriated in full by the Operator from the passengers as per the approved or notified fares, charges, rates etc. by RSRTC or GoR from time to time.

“Financial Year” means the year commencing from 1st April of any calendar year to the 31st March of the next calendar year.

“Force Majeure” has the meaning as specified in Article VIII.

“GoR” means the Government of the State of Rajasthan, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the GoR of the State of Rajasthan and its administrators, successors and permitted assigns.

“GoI” means the Government of India, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of India.

“Material Adverse Effect” means circumstances, which:

- (a) renders any right vested in a Party by the terms of this Agreement ineffective or renders the exercise thereof commercially unviable or
- (b) adversely affects the ability of any Party to observe and perform in a timely manner its obligations under this Agreement
- (c) adversely affects the legality, validity, binding nature or enforceability of this Agreement .

“Material Breach” means a breach of the obligations or terms and conditions of this Agreement by a Party, which has a Material Adverse Effect.

“Performance Security” means the bank guarantee or demand draft to be provided by the Operator in terms of Article V.

“Party” means any of the Parties to this Agreement.

“Person” means any individual, sole proprietorship, cooperative, RSRTC, corporation, partnership, consortium, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity

“Preferred Bidder” shall mean the successful bidder, whose Bid provides the maximum benefit to RSRTC and has been so identified by RSRTC.

“Project” means to finance, procure, operate, run and maintain specified number of passenger buses on routes as per this Agreement, including performance of other identified & permitted activities and insurance connected therewith along with bearing of expenses thereof, and the levy, collection, appropriation of fares and charges from the passengers as approved or notified by Competent Authority and other revenues as per this Agreement.

“Prudent Industry Practices” means the methods and standards, on any particular issue of operation and maintenance of the passenger bus services (i) of any Competent Authority, and (ii) as would be followed by a prudent and experienced Operator, in a project of similar nature as per the generally accepted standards of quality and performance.

“RSRTC” or “Grantor” means Rajasthan State Road Transport Corporation and its subsidiaries, successors and assigns;

INTERPRETATIONS

- (a) The headings in this Agreement are for convenience only and shall not be deemed to be part of this Agreement or be taken into consideration in the interpretation or construction hereof.
- (b) Words denoting the singular only also include the plural and vice versa where the context requires and words denoting the masculine shall be construed as including the feminine where the context so requires.
- (c) References to any enactment (including any subordinate legislation) are to be construed as references to that enactment as for the time being amended or modified or to any enactment for the time being replacing the same.
- (d) The Recitals shall be taken into account in the interpretation of this Agreement.
- (e) The Schedules and Appendices attached to this Agreement form an integral part of the terms and conditions of this Agreement.
- (f) The terms of this Operation Agreement shall prevail over any other Agreement / document in the event of any inconsistency in the terms thereof.
- (g) Unless otherwise stated any reference to “include” shall mean “include without limitation” and any reference to “including” shall mean “including without limitation”.
- (h) Nothing in this agreement shall be interpreted in the manner that is in contravention with the provisions of The Motor Vehicles Act, 1988 (hence forth referred to as the Act) as well as the rules framed thereunder.

PRIORITIES OF DOCUMENTS

The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:

- (a) Operation Agreement
- (b) Schedules to the Agreement (including bid)
- (c) Letter of Intent issued to the RSRTC
- (d) Written addenda to the RFP and clarifications issued
- (e) RFP

ARTICLE-I: AUTHORIZATION

1.1 Grant of Authorization

1. The RSRTC hereby grants to the Operator and the Operator hereby accepts, in accordance with the terms and conditions of this Agreement, the right to:
 - (a) Finance, Procure, operate, run and maintain the specified number of passenger Midi buses in the Cluster no. ____ of _____ District as per **Schedule-A** of this Agreement;
 - (b) Use and benefit from the Facilities for a period that shall be co-terminus with this Agreement, including any extension thereof;
 - (c) Buses shall be declared unserviceable on completion of 6 years of service period or coverage of 7 lakh km whichever is earlier;
 - (d) To charge and retain fares from passengers as per fare chart approved by RSRTC from time to time;
 - (e) To charge and retain revenue through monthly passes;
 - (f) The revenue of advertising rights on the buses granted by RSRTC shall be retained by Operator;
 - (g) Receive Viability Gap of Rs 9.32 per km from RSRTC as per terms and conditions of RFP and this Agreement;

1.2 Authorization Period

- (a) The Authorization Period shall commence from the Compliance Date and shall be for a period 6 (six) years or up to the date of earlier termination. This Authorization Period shall be extendable by 01 (one) year on mutual consent of the Operator and RSRTC subject to the following conditions:
 - a. Physical and operational conditions of vehicles
 - b. Replacement of vehicles by the Operator which have operated for more than 7 lakh km
- (b) No extensions of Authorization Period shall be allowed due to increase in operating costs, cost of labour, material or other input costs of the Operator. However, Authorization Period could be extended due to Force Majeure events.

ARTICLE-II: CONDITIONS PRECEDENT

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the Conditions Precedent relating to the other Party (the “Conditions Precedent”)

2.1 Conditions Precedent to be satisfied by Operator at its own cost:

- (a) To procure specified number of new pre-fabricated passenger midi buses of 30+ capacity either fully built buses or built on chassis as per norms laid by Central Motor Vehicle Rules (CMVR). The make and broad specifications of the buses deployed by the operator are at **Schedule-B** of Operation Agreement.

It is, however, clarified that the Operator will be free to deploy as many number of old buses as it deems fit provided the buses have a minimum seating capacity of 30+ passengers. The old buses shall be permissible for an initial period of 6 (six) months only and such buses shall not be older than April, 2012.

- (b) To paint the procured buses as per the colour scheme and graphic design/RSRTC logo and/or name depiction as specified by the RSRTC.
- (c) To procure and install the specified GPS tracking device (one per bus) and other accessories through specified agency to enable monitoring of the movement of each bus.
- (d) To procure from the specified agency the specified hand-held electronic ticket vending machine (one per bus) to be used by the bus conductors for issuing tickets to passengers. And to ensure coding/programming of the machines as per the Fares & Charges structure, bus routes and bus stops therein.
- (e) To obtain all clearances, at its cost and expense, required for bus operations, including completion of registration of buses and payment of insurance premium for comprehensive insurance cover, payment to Competent Authority or reimbursement to the RSRTC of permit fees and applicable Motor Vehicle Tax including Special Road Tax, other taxes as per the provisions of Applicable Laws shall be the responsibility of the Operator. The Operator shall also have to bear all other cost inputs be it Tax, Fee or Cess that is already payable or may become payable at a later date.
- (f) The Operator shall have provided to the RSRTC in full Performance Security as set forth in Article V of this Agreement.

2.2 Conditions Precedent to be satisfied by the RSRTC at its own cost:

- (a) To specify colour scheme and graphic design/ RSRTC logo and/or name depiction for the buses.
- (b) To specify GPS tracking device and other accessories and the agency from which Operator shall procure the same.
- (c) To specify hand-held electronic ticket vending machine and the agency from which Operator shall procure the same.
- (d) To specify uniform to be worn by the drivers and conductors.
- (e) The successful bidder must apply for permit and RSRTC to facilitate.
- (f) To specify the bus parking space if available where the buses of the Operator are required to be parked.
- (g) To notify route wise fare chart for the routes in Cluster from time to time.
- (h) RSRTC shall permit interchanging of buses to the Operator from one route to another route within the cluster.

2.3 Satisfaction of Conditions Precedent

- (a) Each Party hereto shall make all reasonable endeavours to procure the satisfaction in full of its respective Conditions Precedent set out above within 60 days of this Agreement at its respective cost and expense.
- (b) Upon satisfaction in full of all Conditions Precedent for a Party, the other Party shall forthwith issue to such Party a certificate of compliance with Conditions Precedent (“the **Certificate of Compliance**”).
- (c) A Party may at any time at its sole discretion waive fully or partially any of the Conditions Precedent of the other Party with mutual consent with RSRTC.
- (d) A waiver of any Condition Precedent by a Party shall not be construed as a waiver by that Party of any requirements set forth in that Condition Precedent.
- (e) The later of the date of issue of Certificate of Compliance to the RSRTC or the Operator shall be the Compliance Date, whereupon the obligations of the Parties under this Agreement shall commence.

2.4 Non-fulfilment of Conditions Precedent

- (a) In the event that any of the conditions precedent relating to a Party has not been fulfilled within 60 days of the signing of this Agreement and the other Party has not waived them fully or partially, the other Party may, notwithstanding anything to the contrary in this Agreement, terminate this Agreement with immediate effect.

- (b) In the event the RSRTC has terminated this Agreement under Article 2.4 (a) due to non fulfillment of the Operator's Conditions Precedent, the RSRTC shall not be liable in any manner whatsoever to the Operator or its agents and employees and the Operator shall be liable for forfeiture of its Performance Security.
- (c) In the event this Agreement is terminated by the Operator under Article 2.4 (a) due to non-fulfillment of the RSRTC's Conditions Precedent and the Operator is not in any Material Breach of this Agreement, the RSRTC shall refund to the Operator the Performance Security.
- (d) Instead of terminating this Agreement as provided in Article 2.4 (a) above, the Parties may extend the time for fulfilling the Conditions Precedent by mutual agreement within the provisions of the Act and the rules framed thereunder.

ARTICLE-III: FARES AND CHARGES

3.1 Fares & Charges - Levy and Appropriation

- (a) The Operator may collect Fares & Charges from the passengers for the use of its rural buses as per the fair notified from time to time for rural routes by RSRTC/Transport Department, GoR. The current notified Route wise fare is as per **Schedule-C**. The Operator shall not be permitted to charge fare in excess of such fare notified by RSRTC/Transport Department, GoR. Any default by the Operator in this respect shall render it liable for imposition of penalty as per Article-VI.
- (b) The Operator shall issue monthly/seasonal pass to passengers and collect Fare & Charges as approved by the RSRTC.
- (c) RSRTC shall allow the Operator to sell the ticket and passes from the RSRTC's counters provided the Operator shall pay a service charge of 1% (one percent) on each ticket and the passes issued to passengers from RSRTC's counter.
- (d) Operator shall be entitled a sale/ lease of advertising space inside and outside the buses & retain advertisement revenues.
- (e) The Operator shall not collect any Fare & Charges or collect partial Fare & Charges from the passengers entitled to travel on concessional basis having valid pass issued by the RSRTC or its nominated agency. However, zero or applicable fare tickets shall be issued to these passengers to capture the relevant data. RSRTC shall reimburse the difference between the actual fare and concessional fare on the basis of documentary evidence as per Clause 7.3. No reimbursement will be made for monthly / seasonal passes, the operator will maintain accounts various concessions. The notification regarding various concession provided to various category of travelers are given in **Schedule-D**.
- (f) Bus Operator has quoted a Viability Gap, the same shall be paid by RSRTC as per Clause 7.2.
- (g) If RSRTC come to know any way /means the operators is charging excess fare from the passengers penalty of Rs.250/- per trip shall be imposed.

ARTICLE-IV: OBLIGATIONS AND UNDERTAKINGS

4.1 Obligations of the Operator:

- (a) During the Authorization Period the Operator shall at its own cost:
 - (i) Operate the bus services under the control and supervision of the RSRTC through specified number of buses only on the routes allotted by the RSRTC and as per the timings and frequency of services specified by the RSRTC from time to time. The buses under this Agreement shall not be permitted to be deployed for the service of any other party or for any other purpose by the Operator;
 - (ii) Deploy qualified drivers and conductors at its own cost as per norms of RSRTC;
 - (iii) Make payment of Motor Vehicle Taxes including Special Road Tax or any other taxes as applicable in the State of Rajasthan for plying of buses;
 - (iv) Incur expenditure on fuel, oil, lubricants, tyres-tubes, spare parts, repairs, maintenance, salary of drivers, conductors, other staff and payment to other contractors/parties, etc. for operation and maintenance of buses;
 - (v) Ensure valid fitness certificate as well as pollution checking certificate issued by Competent Authorities;
 - (vi) Provide and display the Bus Route Information on specified location on the bus, in a specified nature & format as may be approved by the RSRTC;
 - (vii) Take due care to ensure that the GPS device and its accessories installed in its buses remain functional all the time;
 - (viii) Be responsible to ensure proper operation of the specified electronic ticket vending machines and issue tickets only through these machines. No other method or device for issuing tickets is permitted;
 - (ix) Present the ticket vending machines to the RSRTC or its nominated agency at the end of each day or time period as specified by the RSRTC to enable downloading of the required data from the machines. Thereafter the machines would be re-set for subsequent use;
 - (x) Remove such conductors who are found guilty of permitting passengers to travel without ticket;

- (xi) Ensure regular maintenance of the buses as per the maintenance schedule laid down by the bus manufacturer and as per Prudent Industry Practices;
- (xii) Ensure prompt repair of buses for any damages and/ or break-downs of the buses as per Prudent Industry Practices;
- (xiii) Either enter into Annual Maintenance Contract (AMC) or Total Maintenance Contract (TMC) with bus manufacturer/ supplier/ dealer for effective and efficient maintenance of the buses during the Authorization Period or make necessary arrangements at its own level for the same. The copies of all such contracts and renewal thereof shall be provided to the RSRTC from time to time;
- (xiv) Ensure daily cleaning of the buses and periodical washing;
- (xv) Ensure well-behaved, medically fit, competent and trained bus drivers and conductors in uniforms prescribed by the RSRTC and having valid licenses as required by Applicable Laws;
- (xvi) Park the buses, at its own risk, at the specified idle bus parking places during night and when the buses are not in operation;
- (xvii) Comply with all the conditions relating to operation of buses as are stipulated in the permit granted to the RSRTC and as per the statutory provisions of Applicable Laws;
- (xviii) Bear all liabilities arising out of operation of its buses including any challans/ fines/ penalties etc. issued by any Competent Authority for any traffic offenses or any other reasons whatsoever and compensation to other parties in the event of accidents or other mishaps;
- (xix) Pay penalties to the RSRTC in the event of not meeting prescribed performance standards as set out in Article 6.2;
- (xx) Operator shall be permitted to engage franchisee or sub-contracting of bus services or the allied activities, subject to the approval of RSRTC and further subject to the condition that only one franchisee or sub-contracting shall be allowed to the Operator during the entire contract duration of 6 years and the extended period of 1 year.
- (xxi) Complaint book and first aid box is mandatory
- (xxii) The Operator has submitted its bid as M/s _____ (-----

The legal composition of the joint venture firm shall not be changed by the Operator throughout the Authorization Period.

(b) Other Obligations of the Operator:

- (i) Not applicable; hence not used.
- (ii) The Operator shall ensure comprehensive insurance cover of the buses including the third party liability cover in full during the Authorization Period and provide proof of the same to the RSRTC;
- (iii) The Operator shall further ensure insurance cover of other Project assets including the GPS based Bus Units installed on its buses as per Prudent Industry Practices during the Authorization Period and provide proof of the same to the RSRTC;
- (iv) The Operator shall indemnify the RSRTC against any claims arising out of improper/ illegal operations of the buses and/ or due to improper/ illegal/ negligent behavior of its drivers/ conductors/ other employees;
- (v) All the personnels employed by the Operator, including drivers and conductors, or its contractors directly or indirectly in connection with or related to any activity connected with the operation or maintenance of the passenger buses shall be the sole responsibility of the Operator. The Operator shall be responsible to ensure the due and proper compliance of all the applicable labour and industrial laws with respect to the activities and persons employed by him directly or indirectly for the operation / or maintenance of the passenger buses including payment of their wages / compensation or other employment benefits and in no way they shall in any manner be construed to be in the employment of the RSRTC;
- (vi) The Operator shall not ask for curtailment of services on the plea the buses are thrown out of service for maintenance, repair or for any other reason whatsoever. It shall deploy additional buses, if required, to fulfil the contractual obligations. For any shortfall in the services, Operator shall be liable to imposition of penalty as well as for re-adjustment of viability gap as may be determined by RSRTC.
- (vii) All the buses deployed on the cluster shall be maintained as per good industrial practices and service levels prescribed by RSRTC by the Operator at its own cost either at its own level or through AMC.

4.2 Obligations of the RSRTC

- i) Provide to the Operator a Time Table/Schedule for Operation of Buses in the Cluster;
- ii) Approve and notify the route wise Fare Structure and Fare Chart and update the same from time to time. RSRTC shall allow an upper limit for revision of fare structure to the Operator from time to time in synchrony with its own fare structure applicable to local bus services;
- iii) Make the necessary payment to the Operator as per Clauses 7.2 & 7.3;
- iv) Provide the necessary approval for route modification issued as per Clause 6.3;
- v) Space for idle parking at bus stations/depots/bus terminals, if available, shall be provided by RSRTC at no cost to the Operator;
- vi) Provide workshop facility, wherever available, to the Operator for O&M of buses at such costs as may be mutually agreed between RSRTC and the Operator;
- vii) RSRTC shall appoint one or more officers within RSRTC of suitable seniority in rank and tenure to act as the point of contact for the Operator and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation;
- viii) RSRTC shall have the authority to depute suitable personnel to exercise supervision and monitoring with respect to number of persons travelling on concessional rates as also to deal with passengers travelling without ticket;
- ix) RSRTC shall not allot the routes specified in **Schedule-A** to any other Operator for operating buses for initial two years from the Compliance Date. In the event of requirement of higher number of buses on specified routes than specified in Schedule-A after two years, RSRTC may ask the existing Operator for increasing the number of buses on the basis of mutual consent. If the Operator does not agree to increase the number of buses on specified routes beyond the number specified in Schedule-A, RSRTC shall be free to engage new Operator/s;
- x) RSRTC shall request to Transport Department, Government of Rajasthan to restrained clandestine operation of such modes of transport which do not possess the legal permit, RSRTC shall also request to Transport Department the routes permit for the existing mode of transport is not renewed further.

- xi) RSRTC shall provide necessary protection to the drivers and conductors deployed by the Operator on similar lines as it provides to its own drivers and conductors.
- xii) RSRTC shall facilitated to open an Escrow Account, with the help of which VGF(Viability Gap Funding) should be credited to the account enabling financier HLF to take EMI of each bus on monthly basis.

ARTICLE -V: PERFORMANCE SECURITY

5.1 Performance Security

The Operator shall provide to the RSRTC, Performance Security in the form of an unconditional bank guarantee or demand draft, for an amount of **Rs. _____** @ Rupees 25,000/- (Rupees Twenty Five Thousand Only) per bus for ____ number of buses . In case bank guarantee is provided as Performance Security for the first year of Authorization, the Operator shall thereafter renew subsisting bank guarantee, well in time, (before it lapses) for the succeeding years of Authorization till the end of the Authorization Period (refer Art. 1.2).

Provided further that the bank guarantee for the last year of Authorization shall remain valid till a period of six months beyond the end of the Authorization Period.

5.2 Renewal of Bank Guarantee

The Operator shall, not less than 30 days before the expiry of the bank guarantee for any year of Authorization, provide the RSRTC a substitute bank guarantee, which commences on the expiration of the existing bank guarantee. If the Operator fails to provide a substitute bank guarantee by the date required in this Article, the RSRTC shall be entitled to invoke the existing bank guarantee and retain and appropriate it. The Operator's failure to provide bank guarantee as aforesaid shall be an Operator Event of Default.

5.3 Return of Bank Guarantee

Subject to Article 5.2, the Bank Guarantee shall be returned to the Operator at the end of **four** month after expiry of the same.

5.4 Forfeiture of Performance Security

In the event of the Operator's Event of Default, the RSRTC shall, without prejudice to its other rights and remedies hereunder or under Applicable Law, be entitled to invoke, retain and appropriate the Performance Security.

ARTICLE -VI: MONITORING AND INSPECTION

6.1 Monitoring:

The RSRTC shall constitute the Monitoring Committee which shall have the right to monitor and review the performance of Operators and their buses to ensure that the objectives of the rural bus services are being met with in an efficient manner. This review shall inter alia include the following:

- (i) Adherence to allotted routes, bus stops/stands/halts, timings and frequency of services. The terms and conditions specified by RSRTC shall have to be strictly adhered to by Operator.
- (ii) Satisfactory working of GPS device and other accessories required for tracking movement of buses
- (iii) Use of specified ticket vending machines for issue of tickets
- (iv) Sharing of ticket machine data with RSRTC
- (v) Sharing of other relevant information with RSRTC
- (vi) Validity of Annual Maintenance Contract (AMC) or Total Maintenance Contract (TMC) of buses, if any
- (vii) Daily level of cleanliness of the buses
- (viii) Regular maintenance of buses
- (ix) Regular repair of buses
- (x) Traffic challans/ fines issued
- (xi) Behaviour of bus drivers/ conductors/ other staff
- (xii) Wearing of proper uniforms by bus drivers/ conductors
- (xiii) Review and action on matter related to customer complaints

6.2 Performance Standards and Penalties:

The following performance standards shall be adhered to by the Operator except for in circumstances that are beyond the reasonable control of Operator, the final decision of which shall be made by the RSRTC. In the event of Operator not meeting the performance standard, the indicated penalties shall be payable to the RSRTC besides any penalties levied and any action that may be taken by any Competent Authority under applicable laws from time to time. Consistent failure to meet the

performance standards having a Material Adverse Effect shall constitute an Operator Event of Default

Sl.	Parameter	Performance Standard	Penalty for not meeting the Performance Standard
1.	Timeliness of Bus Services	Not more than +/- 30 minutes from scheduled time	Rs. 200/- for deviation between 30 to 60 minutes, and Rs. 400/- for deviation beyond that in one trip. Rs. 1,000/- for non-operation of a bus on any day
2.	Adherence to allotted Schedule	No deviation is permitted	Rs. 200/- for each instance of deviation
3.	Stopping at designated bus stops only	No deviation is permitted	Rs. 10/- for each instance of deviation
4.	Ensuring satisfactory working of GPS device and its accessories	No deviation is permitted	Rs. 100/- for each day for each bus
5.	Use of specified Ticket vending Machine	No deviation is permitted	Rs. 100/- for first instance of deviation and Rs 250/- for subsequent instance of deviations. Manual tickets may be issued if ETM is not working conditions.
6.	Sharing of Ticket vending Machine Data	Every day or subsequent working day.	Rs. 100/- for each delay
7.	Cleanliness of bus	Daily cleaning of bus from inside and outside	Rs. 50/- for each day a bus is put on road without cleaning
8.	Periodic Maintenance of buses	As recommended by bus manufacturer	Rs. 100/- for each day a bus is put on road beyond the recommended scheduled maintenance
9.	Validity of AMC or TMC for the bus	AMC or TMC to be valid for the buses put on road	Rs. 200/- for each day a bus is put on road without a valid AMC or TMC
10.	Prescribed uniforms of bus driver and bus conductors	Not more than one deviation in a month for each bus	Uniform is mandatory. Penalty on a bus driver or a bus conductor is without prescribed uniform is imposed as per RSRTC norms
11.	Proper behaviour of bus drivers and bus conductors	Not more than one written complaint in a month for each bus	Rs. 20/- for each written complaint after 1 st written complaint in a calendar month

Sl.	Parameter	Performance Standard	Penalty for not meeting the Performance Standard
12.	Sharing of information with the RSRTC	Share information as specified in the Agreement or as reasonably required from time to time	Rs. 50/- for each day's delay beyond the time specified in the Agreement or any other reasonable time set by the RSRTC
13.	Comprehensive insurance cover of the buses, GPS based Bus Units including the third party liability cover	No deviation is permitted	Not permitted to operate on the route.
14	Refusing or not adhering instructions issued to Operator Regarding Concessional Passengers	No deviation is permitted	Rs. 50/- for each deviation

The penalties imposed on the bus Operators in pursuance of the provisions of this Clause shall be payable by the bus Operator to the RSRTC within a period of 30 days of the issue of the notice by the RSRTC or such period as may be prescribed in the notice in this behalf or at the sole option and discretion of the RSRTC, the same may be adjusted from the amounts due and payable to the bus Operator by the RSRTC against the Operator's dues in terms of this Agreement.

6.3 Modification in Routes

- a) A Route Committee shall be formed for each Cluster to address the issue of the Route modification / alteration. The composition of the Route committee shall be as follows:
 - i) Chief Manger of RSRTC
 - ii) District Transport Officer or his representative
 - iii) Representative of Operator
- b) The Route Committee shall be authorized to increase or / and modify any route in the Cluster up to 10% of original length of the route in single stage. Route Committee shall be entitled to increase or / and modify any route in the Cluster up to a maximum of Four times in a year

- c) If the Route Committee recommends to increase or / and modifies any route in Cluster more than 10% in single stage or/and more than Four times in one year, approval of MD, RSRTC shall be required and his decision shall be final and binding on Operator regarding the route modification issue.
- d) The Financial implications of route modification shall be worked out on the basis of mutual consent of RSRTC and the Operator and payment of the amount of Daily Viability Gap shall be adjusted accordingly as per relevant clause.

ARTICLE-VII: PAYMENTS

7.1 Not applicable, hence not used.

7.1.1 Not applicable, hence not used.

7.1.2 Not applicable, hence not used.

7.2 Revenue Support for RSRTC in terms of Viability Gap

7.2.1 The amount of Daily Viability Gap quoted by the Operator on the basis of rate per kilometer for a Cluster shall be paid to the Operator by RSRTC as per following table:

Cluster Designation	Route Details in the Cluster	Number of Routes in the Cluster	Number of buses required in the Cluster	Average Daily Vehicle Utilization per bus in the Cluster (kilometers)	Daily Vehicle Utilization for all buses in the Cluster (km) (4x5)	Viability Gap as quoted by the Operator and as accepted by RSRTC per kilometer for the Cluster (Rs. per km)	Amount of Daily Viability Gap payable by RSRTC for the Cluster(Rs.)(6x7)
1	2*	3	4	5	6	7**	8

NB:

**Relevant extract of Annexure-A of RFP containing details of Cluster No. ____ (Group of Routes) in _____ district is annexed at Schedule-A.*

*** The amount of Viability Gap quoted by the Operator and accepted by RSRTC for the cluster shall remain unchanged for the entire period of Authorization Period of 6 years and the extended period (if any) of one year.*

7.2.2 The payment of Daily Viability Gap for a Cluster shall be made on the basis of following terms and conditions:

- 1) The Operator shall submit an invoice to RTSTC on 7th of each month specifying:
 - i) Registration number of each bus that was deployed as part of the Rural Bus Service;
 - ii) Distance traversed each day (in kilometers) by each Bus as part of the Rural Bus Service

- 2) RSRTC shall, within a period of fifteen (15) days from receipt of invoice, verify the invoice from available records and make the payments as may be due to the Operator. All adjustments for any error, any penalties/fines or other adjustments as may be applicable against the invoice under the terms of the Agreement shall be made while releasing payment to the Operator. Taxes as applicable under Indian law shall be deducted at source **if payment is delayed due to default of RSRTC, part payment be made to the operator .**
- 3) Amount of Daily Viability Gap payable by the RSRTC to the Operator for the Cluster as computed in Column 8 of the table above shall be reduced on prorata basis for any shortfall in kilometers that arises due to any of the following reasons:
 - i) Default of the Operator under this Agreement;
 - ii) Non-availability of buses for reasons attributable to accidents or to poor maintenance;
 - iii) Breach of law by Operator;
 - iv) Occurrence of a Force Majeure Event
- 4) The amount of the Daily Viability Gap shall not be increased due to any increase in the Daily Vehicle Utilization by the Operator for all the buses in the Cluster beyond the kilometer specified in Column 6 of table 7.2.2 if such increase in Daily Vehicle Utilization is without the approval of RSRTC.
- 5) RSRTC shall not be liable to make any other payments (such as those arising from maintenance or operations of Buses) other than the payments described in this section.
- 6) Damages due to negligent driving, accidents on street shall be the liability of the Operator.
- 7) The Operator shall be responsible for all statutory permissions, approvals, observance of law and insurance requirements as designated by law and good industry practices.
- 8) Any fines levied by traffic police or any competent authority will be borne directly by the Operator. RSRTC claims no liability for such incidences. Further, RSRTC retains the right to impose penalties for the Operator causing passenger discomfort and for causing delay in system operations.

7.3 Reimbursement of Concessional Passengers Fares

- 1) The Operator shall submit details of Concessional Passengers' Fare to RSRTC on 7th of each month specifying:
 - i) Day and routes details of Concessional Passengers along with their category;
 - ii) Documentary Evidence
- 2) RSRTC shall, within a period of fifteen (15) days from receipt of invoice, verify the invoice from available records and make the payments as may be due to the Operator. All adjustments for any error or other adjustments as may be applicable against the invoice under the terms of the Agreement shall be made while releasing payment to the Operator. Taxes as applicable under Indian law shall be deducted at source.

ARTICLE –VIII: EVENTS OF DEFAULT AND FORCE MAJEURE

8.1 Operator Event of Default:

- (a) Each of the following events or circumstances, to the extent not caused by a default of the RSRTC or Force Majeure, shall be considered for the purposes of this Agreement as Events of Default of the Operator (“Operator Event of Default”) which, if not remedied within the time period permitted, if any, shall provide the RSRTC, with the right to terminate this Agreement in accordance with Article X hereof:
- i. In case of any breach of the provisions of The Motor Vehicles Act, 1988 and the rules framed thereunder as well as the conditions of the Permit”
 - ii. Material Breach of its obligations under the Agreement, including without limitation the operation and maintenance of the passenger buses in terms hereof, which materially adversely affects the RSRTC or the Project and such breach is not remedied suo moto or within 10 days of receipt of written notice from the RSRTC, specifying such breach and requiring the Operator to remedy the same;
 - iii. Such events as have been specified in Article 5.4, Article 6.2 and elsewhere as Operator’s Events of Default under the provisions of this Agreement;
 - iv. a breach of any express representation or warranty by the Operator which has a Material Adverse Effect and such breach is not remedied within 30 days of receipt of written notice from the RSRTC specifying such breach and requiring the Operator to remedy the same;
 - v. any actions or omissions attributable to Operator, including causing delay on the part of the RSRTC to discharge any of its obligations, that has a Material Adverse Effect on the implementation or operation of the Project;
 - vi. repudiation of this Agreement or Abandonment of the Project by the Operator;
 - vii. failure to make payment of Premium including any interest thereon to RSRTC for a period of more than three months from the date on which such payment or interest had become due and payable
 - viii. Upon the happening of any of the above events the RSRTC obligations under this Agreement shall be suspended and the RSRTC shall have no liability hereunder during any of the foregoing remedial periods while the relevant event remains unremedied.

8.2 RSRTC Event of Default:

- (a) Each of the following events or circumstances, to the extent not caused by a default of the Operator or Force Majeure, shall be considered for the purposes of this Agreement as events of default of the RSRTC (**"the RSRTC Event of Default"**) which, if not remedied within the time period permitted shall provide the Operator with the right to terminate this Agreement in accordance with Article X hereof
- (b) The Operator obligations under this Agreement shall be suspended and the Operator shall have no liability hereunder during any of the foregoing remedial periods while the relevant event remains unremedied.

8.3 Force Majeure (Force Majeure Events) :

A Force Majeure event means any event or circumstance or a combination of events and circumstances, or consequences thereof which effect or prevent the Party claiming Force Majeure from performing its obligation in whole or in part, under this Agreement and which event or circumstance (a) is beyond the reasonable control and not arising out of the fault of the affected Party, (b) affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill, care and (c) has a Material Adverse Effect. Such events shall mean and include:

(A) Non Political Events

- (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the Project.
- (b) Radio active contamination, ionizing radiation.
- (c) Epidemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, sabotage or civil commotion.
- (e) Industry wide or state wide or India wide strikes or industrial action or disturbances, Bandhs etc. which has a Material Adverse Effect and which are not on account of acts of the Operator, its subcontractors or persons claiming through or under it; or

- (f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against any of the Parties in any proceedings (which are non collusive and duly prosecuted by the Party) for reasons other than failure of the Party or of any Person claiming through or under it to comply with any Applicable Law or terms of Clearances or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement
- (g) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Events

- (a) A Change in Law to which the provisions of Article 12.2 cannot be applied;
- (b) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or rights of the Operator relating thereto; provided the same has not resulted from an act or default of the Operator or any Person claiming through or under it.
- (c) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any Clearance required by the Operator to perform his obligations as per this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's (i) inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or (ii) breach or failure in complying with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Clearances, any judgement or order or Directive of any Competent Authority or of any contract to which the Operator is bound.

ARTICLE-IX: FINANCIAL AND PROJECT REPORTING BY OPERATOR

9.1 Project Operation Information

The Operator shall submit in respect of the Project, returns of capital and revenue expenditure, receipts and passenger volumes in the form and at intervals prescribed by the RSRTC.

9.2 Financial Information

The Operator agrees to deliver to the RSRTC, during the Authorization Period, the following documents and information at the intervals described below:

- (a) Annual audited accounts of the Operator delivered within 90 days of the end of each financial year;
- (b) Financial statements / information as required from time to time shall be delivered within the time specified by the RSRTC;

9.3 Operation Period reports

The Operator shall provide the RSRTC, a quarterly O&M progress report during the Authorization Period, which shall contain the following information:

- (a) **Operation and Maintenance Plan:** an operation and maintenance plan for the buses for the next quarter and a report on maintenance carried out during the previous quarter (including a commentary on any material deviation from expected maintenance activities as set out in the maintenance plan); and
- (b) **Incident Reporting:** Details of any event such as an accident out of normal course together with plans for safety and security arrangements. There will be an accident case operators shall report to control room and accident cell immediately.

9.4 Additional Information

The Operator agrees to provide to the RSRTC such further information as any of them may reasonably request in order for them to monitor performance of the Project.

ARTICLE-X: TERMINATION

10.1 Termination Procedure

- (a) Upon the expiration of the respective remedial period set forth in Article VIII, the RSRTC or the Operator, as the case may be, may issue a Notice of Intention to Terminate. Such notice shall specify in reasonable detail the Operator's Event of Default or the RSRTC's Event of Default, as the case may be, giving rise to the Notice of Intention to Terminate.
- (b) Following the issuance of a Notice of Intention to Terminate, the Parties shall consult for a period of 30 days or such longer period as the Parties may agree to in writing (Cure Period), as to what steps shall be taken in order to prevent the termination of this Agreement and/or to cure the relevant Event of Default.
- (c) Upon the expiration of the Cure Period under this Article and unless the Parties shall have agreed otherwise, or unless the underlying causes giving rise to the Notice of Intention to Terminate has been cured, the Party that gave the Notice of Intention to Terminate may terminate this Agreement by delivering a Notice of Termination to the other Party whereupon this Agreement shall immediately terminate, subject to the rights of the Parties set forth in this Agreement.

10.2 Termination Payment to Operator for the RSRTC Event of Default

In the event the Operator terminates this Agreement for the RSRTC's Event of Default, the RSRTC shall:

- Pay to the Operator 20% the written down value of the Project buses of the Operator as valued using straight-line method of depreciation over a period of Six years from the Compliance Date.
- Return to the Operator the Performance Security, after adjusting any outstanding dues.

10.3 Termination Payment to the RSRTC for an Operator Event of Default

Upon the termination of this Agreement due to Operator Event of Default, the RSRTC shall be forthwith entitled to without any further notice to the Operator to take such action(s) as it shall deem fit against the Operator including the following:

- (a) Forfeiture of Performance Security by RSRTC.
- (b) Claim and secure from the Operator an amount equivalent to 10% of the written down value of the Project buses of the Operator as valued using straight-line method of depreciation over a period of Six years from the Compliance Date.

- (c) No compensation of any nature whatsoever shall be payable by the RSRTC to the Operator.

10.4 Termination Following Force Majeure

- (a) In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 30 days from the date of commencement of such Force Majeure event, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement. If the Parties are unable to agree on such terms or to terminate the Agreement by mutual consent within 120 days from the date of the commencement of such Force Majeure event, either Party may issue a Notice of Intention to Terminate.
- (b) If, following Force Majeure due to non-political events as defined in Article 8.3, either Party elects to terminate this Agreement, the RSRTC shall return to the Operator the Performance Security after adjusting any outstanding dues from the Operator, but the RSRTC shall not be liable to pay any compensation to the Operator.
- (c) If, following Force Majeure due to Political events as defined in Article 8.3, Party elects to terminate this Agreement, the RSRTC shall:
- Pay to the Operator 20% of the written down value of the Project buses of the Operator as valued using straight-line method of depreciation over six year period from the Compliance Date.
 - Return to the Operator the Performance Security, after adjusting any outstanding dues.

ARTICLE-XI: LIABILITY AND INDEMNIFICATION

11.1 Liability of Operator

Notwithstanding anything to the contrary contained in this Agreement:

- (a) In addition to the Operator's liability and obligations and the RSRTC's remedies provided elsewhere in this Agreement, the Operator shall be solely responsible for any loss of or damage to the Project buses; damage to property of persons; death or injury to persons; any other liabilities of the Operator; and any liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the RSRTC during the Authorization Period:
 - (i) resulting from any act, event, omission, negligence or default of the Operator or any other Person claiming through or under it.
 - (ii) in connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the Operator or any other Person claiming through or under it, or non-performance of any term, condition, covenant or obligation to be performed by the Operator under this Agreement.
- (b) The Operator shall be fully and solely liable for all works, contracts, dealings and activities in relation to the financing, procurement, operation, running and maintenance of buses under the Project.

11.2 Indemnification

- (a) Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Operator agrees to indemnify and hold harmless the RSRTC and its shareholders, managers, officers, directors, employees, advisors and consultants promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, "**Losses**") to which such indemnified persons may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by Operator or (ii) the failure by Operator to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Operator or Person claiming through or under the Concessionaire or (iii) any claim or proceeding by any third party against the RSRTC arising out of any act, deed or omission by the Operator. For the avoidance of doubt, indemnification of Losses pursuant to this Article shall be

made in an amount or amounts sufficient to restore each of the indemnified parties to the financial position it would have been in had the Losses not occurred.

11.3 Survival

- (a) The provisions of this Article XI shall survive the expiry or prior termination of this Agreement

ARTICLE-XII: OTHER CONDITIONS

12.1 Confidentiality

Each Party hereto agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters relating to the other Party or Project to a Third Party save and except necessary for implementing the Project or as required under Law. The Operator shall be bound by the provisions of this Article XII ever after Authorization Period.

The provision of this Article shall not apply to:

- (i) Any information in the public domain otherwise than by breach of this Agreement
- (ii) Information in the possession of the receiving Party thereof before divulgence as aforesaid and which was not obtained under any obligation of confidentiality; and
- (iii) Information obtained from a Third Party that is free to divulge the same and which is not obtained under any obligation of confidentiality.

12.2 Changes in Law:

In the event, a Change in Law results in a Material Adverse Effect, either Party may by notice in writing to the other Party request such modifications to the terms of this Agreement as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Parties shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure.

12.3 Dispute Resolution Procedure

12.3.1 Amicable Settlement

In the event that any dispute, controversy or claim arises among the Parties in connection with or under this Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, the RSRTC and the Operator shall appoint one representative each, who is not involved in the day-to-day operations relating to the Project to meet promptly in an effort to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultative process.

12.3.2 Arbitration

(a) Arbitrators

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement and/or settlement by the representatives, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration proceeding shall be decided by a sole arbitrator and parties agree that for the purpose of this Agreement Chairman/Chairman cum Managing Director, RSRTC shall act as a sole arbitrator. The decision of the arbitrator shall be final and binding on all the parties.

(b) Place of Arbitration

The place of arbitration shall be Jaipur but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses

in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

12.3.3 Performance during Dispute Resolution

Pending the submission of a dispute, controversy or claim for arbitration and thereafter until the final decision of the arbitration, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision.

12.4 Survival

The dispute resolution provisions contained in this Article XII shall survive the termination of this Agreement.

12.5 Amendments

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.6 No Waiver; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

12.7 Severance of Terms

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, un-enforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect.

12.8 Language

All notices, certificates, correspondence or other communications under or in connection with this Agreement, any Project Agreement or the Project shall be in English. In the event of any dispute, the Project Agreement in English will prevail.

12.9 Notices

Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail (followed by signed copy) or other means of telecommunication in permanent written form. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Operator M/S (Name and Address) _____
_____, _____) -----

RSRTC Parivahan Marg, Jaipur

or such other address, telex number, or facsimile number as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Parties in writing prior to the adoption thereof.

12.10 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India and the courts of Rajasthan shall have exclusive jurisdiction on all the matters arising out of this agreement.

ARTICLE-XIII: REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of Parties

Each party hereto represents and warrants that:

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Project;
- (a) This Agreement constitutes its legal, valid and binding obligation fully enforceable against it in accordance with the terms hereof;
- (b) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof; and
- (c) It shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid.

13.2 Additional Representations and Warranties of the Operator

In addition, the Operator represents and warrants to the RSRTC that:

- (a) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator's Memorandum and Articles of Association Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (b) There are no actions, suits, proceedings, or investigations pending or, to the Operator's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Operator under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;

- (c) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Competent Authority or any other pending or potential matters which may result in any Material Adverse Effect or impairment of the Operator's ability to perform its obligations and duties under this Agreement;
- (d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate have or may have Material Adverse Effect;
- (e) No representation or warranty by the Operator contained herein or in any other document furnished by it to the RSRTC or to any Competent Authority in relation to Clearances or otherwise contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (f) Each Consortium Member/the Preferred Bidder was and is duly organised and existing under the laws and has full power and authority to consent to and has consented to the Operator entering into this Agreement and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

Provided that whenever any pending or potential matter, including the matters listed under sub-Clauses (a) to (f), comes to the knowledge of the Operator, during the Authorization Period, the outcome of which may result in the breach of or constitute a default of the Operator under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Operator's ability to perform its obligations and duties under this Agreement, the Operator shall immediately intimate the same to the RSRTC;

- (g) No sums, in cash or kind, have been paid or will be paid by or on behalf of the Operator, to any person by way of commission or otherwise for securing and/or execution of this Agreement or for influencing or attempting to influence any officer or employee of the RSRTC.

13.3 Disclaimer

- (a) Without prejudice to any express provision contained in this Agreement, the Operator acknowledges that prior to the execution of this Agreement, the Operator has after a complete and careful examination made an independent evaluation of the Project, the legal framework and the technical and financial aspects of the Project, Scope of Work, the Specifications and Standards, all the information and documents provided by the RSRTC, its consultants or any Competent Authority, the market and demand conditions, the potential of passenger traffic for the proposed bus service, traffic growth trends and forecasts and the cost, risks, consequences and liabilities involved in

implementing the Project, and has determined to the Operator's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Operator in the course of performance of its obligations hereunder.

- (b) The Operator further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-Clause (a) above and hereby confirms that the RSRTC, any Competent Authority and their consultants shall not be liable for the same in any manner whatsoever to the Operator or Persons claiming through or under the Operator.
- (c) The Operator accepts that it is solely responsible for the verification of any design, data, documents or information provided by the RSRTC to the Operator or its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the Parties hereto on the day and year first above written.

For and on behalf of the RSRTC

[NAME]

[DESIGNATION]

For and on behalf of Operator

[NAME]

The RSRTC WITNESSES:

1.

2.

The Operator's Witnesses.

1.

2.



RAJASTHAN STATE ROAD TRANSPORT CORPORATION,
HEAD OFFICE, PARIVAHAN MARG JAIPUR

No. F93/HO/Tr/TT/2012/

Date

Letter of Intent (LoI)

M/s _____

_____.

Sub: Operation of Stage Carriage Services in Rural Areas of Rajasthan on Public Private Partnership basis for Clusters No _____ of _____ District and _____ of _____ District -Bid submitted by you for the cluster and subsequent negotiations held with you

Dear Mr. _____

1. This is with reference to the Request for Proposal document of _____ 201__ (hereinafter referred to as the "RFP") released by **Rajasthan State Road Transport Corporation ('RSRTC')** along with amendments made thereafter. This LoI has also the following references:

- (i) Your financial proposal (Bid), dated _____, _____, 201__, in response to the RFP for Operation of Stage Carriage Services in Rural Areas of Rajasthan on Public Private Partnership basis for **Clusters No _____ of _____ District and _____ of _____ District**
- (ii) First Negotiations held with you on _____, _____, 201__, and your commitment letter dated _____, _____, 201__.
- (iii) Second Negotiations held with you on _____, _____, 201__ and consolidated Financial Plan submitted by you for _____ Clusters of _____ District and _____ Clusters of _____ District
- (iv) Your letter dated _____, _____, 201__

The aforesaid Proposal has been submitted by M/s

2. As finally agreed by you through your letter dated _____, _____, 201__, the viability gap demanded by you stands at Rs. _____ (Rupees _____ only) per km for Operation of Stage Carriage Services as aforesaid.

(i) [redacted] RSRTC, is now pleased to inform that M/s _____ that has been identified as the Preferred Bidder ('herein the 'Preferred Bidder') for Operation of Stage Carriage Services in **Clusters No _____ of _____ District and _____ of _____ District**

3. on Public Private Partnership basis as per terms & conditions contained in the RFP documents (including the amendments made up to proposal due date i.e. _____,____, 201_).
4. This letter is intended to convey RSRTC's acceptance of your negotiated offer made on _____,____, 201_, @ Rs _____ per km as viability gap subject to the terms & conditions specified in the RFP Document (including the amendments made up to proposal due date i.e. _____,____, 201_) and conditions set out in the Draft Operation Agreement.
5. The Preferred Bidder is further required to unconditionally comply with and fulfil the following terms and conditions:

- (a) As a token of your acceptance of this LoI, you are hereby requested to return a copy of the same to us, duly signed by an authorized signatory, within five (5) days from the date of issue of this LoI.
 - (b) Furnish, prior to signing of the Operation Agreement, a Performance Security @ Rs. 25,000/- per bus for _____ number of buses i.e. for an amount of **Rs. _____ Lacs (Rupees _____ only)** in the form of DD drawn in favour of "Financial Advisor, Rajasthan State Road Transport Corporation" payable at Jaipur or in the form of Bank Guarantee as per format at Annexure-E of RFP document. RSRTC should be able to invoke the Bank Guarantee at any of Jaipur branch of the Bank.
 - (c) Form Association of Persons/Special Purpose Company (SPC) under the Companies Act, 1956 that shall enter into the Operation Agreement with RSRTC. The equity holding in the Association of Persons/SPC would be in the same proportion as outlined in the Proposal of the Preferred Bidder.
 - (d) Execute Operation Agreement within a period of ____ (_____) days from the date of issue of this LoI.
 - (e) As per financial plan submitted by you, the number of new midi buses with make and specifications as stipulated in RFP and as approved by RSRTC for Operation of Stage Carriage Services in **Clusters No _____ of _____ District and _____ of _____ District** shall be _____ (as specified in RFP + _____ extra as envisaged in your financial plan). All these buses shall be Euro norms compliant as per statutory requirement of the area/region where such buses shall be operated. The make and specifications that you propose to adopt for the new buses shall be submitted to RSRTC within one week from the date of signing of Operation Agreement.
 - (f) You are required to furnish detailed operation plan within two weeks of signing of operation agreement.
6. It may be noted that in the event you fail to comply with any one or more of the aforementioned terms and conditions within the time and in the form and manner prescribed therefor, RSRTC in addition to all other rights and remedies that may be available to it under the provisions of the RFP (including forfeiture of the Bid Security furnished by you) and the applicable laws, shall be at absolute liberty and freedom to disqualify you and treat your Bid as rejected and this LoI shall forthwith stand automatically withdrawn and cancelled and RSRTC shall be at complete liberty to deal with the Project as it may deem fit in its sole and absolute discretion. Also, in such an event, you, the Operator or any person claiming thereunder shall have no claim or demand against RSRTC or any advisors thereof, of any nature whatsoever.
7. Save and except the rights of RSRTC in respect to the terms & conditions mentioned above, kindly note that this LoI by itself does not create any other contractual relationship of the Preferred Bidder or Operator (as the case may be) with RSRTC/

Government of Rajasthan pending execution of the Agreement within ____
(_____) days from the date of issue of this LoI.

8. For the sake of abundant clarity it is clarified that all capitalized terms & expressions, unless defined specifically under this LoI, shall trace their respective context & meaning as respectively ascribed to them under the RFP and/or the Draft Operation Agreement.
9. We look forward to your acceptance of this LoI followed with the unconditional & punctual compliance of the terms and conditions mentioned hereinabove in accordance with the RFP, financial plan submitted by you and the Draft Operation Agreement.
10. All the documents referred to at para 1 above along with RFP documents shall form part of Operation Agreement to be entered in to between RSRTC on one part and Association of Person or the SPC to be formed by M/s _____ on the other part.

Yours faithfully,

Executive Director (Traffic)

Acceptance by the Preferred Bidder of Letter of Intent issued by RSRTC

We are pleased to accept the above Letter of Intent issued by RSRTC for Operation of Stage Carriage Services in Rural Areas of Rajasthan on Public Private Partnership basis in Clusters
No _____ of _____ District and _____ of _____ District and we hereby undertake to abide by the terms and conditions stated therein.

For.....

**Authorized Signatory with
Stamp duly affixed**

No. F93/HO/Tr/TT/2012/

Date

Copy forwarded to information and necessary action :-

1. Principal Secretary (Transport) and Commissioner, Transport Department, Government of Raj. Jaipur

2 Principal Secretary (Finance) and, Government of Rajasthan , Jaipur

Executive Director (Traffic)