

## NOTICE INVITING BID (NIB)



### RAJASTHAN STATE ROAD TRANSPORT CORPORATION

**Request for Proposal No. [[•]]**

**("Request for Proposal")**

**For**

**Selection of Operator for procurement, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district**

Rajasthan State Road Transport Corporation ("**Authority**") invites bids from eligible bidders who satisfy the requirements of terms and conditions of the Request for Proposal, the Request for Proposal document may be downloaded from the State Public Procurement Portal <https://eproc.rajasthan.gov.in>, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.transport.rajasthan.gov.in](http://www.transport.rajasthan.gov.in). To download the Request for Proposal document, the bidders have to enrol on the website of the State Public Procurement Portal. The bidders can download the Request for Proposal document and then submit their bids on or before the Bid Due Date.

The Bidders can submit their pre-bid queries on or before 03.03.2023 @ 18:00 hrs as per the Schedule of Bidding Process given in the RFP. The bids will be opened in the presence of the bidders at RSRTC, Headoffice, Parivahan Marg, Chomu House, Jaipur – 302 001. The date of opening for the Qualification Proposal shall be 24.03.2023 at 16:00 hrs and the date of opening of the Financial Proposal shall be notified later. The Bid Document Fee is Rs. 10,000/- in form of Demand Draft/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur. The Bid Processing Fee is Rs. 2500 /- in form of Demand Draft/Banker's Cheque in favour of "Managing Director, RISL" payable at Jaipur. Bid Security is Rs. 12,00,000 (Rupees twelve lakh only) in form of Bank Guarantee as per Appendix II or Demand Draft/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur.

The Bid (Qualification Proposal and Financial Proposal) shall be submitted online at: <https://eproc.rajasthan.gov.in>, on or before 23.03.2023 till 16:00 hours ("**Bid Due Date**"). The original documents of the Qualification Proposal shall be physically submitted by the Bid Due Date at the address provided in Clause 2.12.3 of the Request for Proposal. The Estimated Capital Cost is Rs 6.0 Crore.

Late or delayed submissions will not be accepted. Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Designation of the issuing authority,

**Executive Director (Traffic)**

RSRTC Headoffice,

Parivahan Marg, Chomu House,

Jaipur-302001

Tel. No. 0141-2374644

E-mail: [edt.rsrtc@rajasthan.gov.in](mailto:edt.rsrtc@rajasthan.gov.in)

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## **REQUEST FOR PROPOSAL**

FOR

**Selection of Operator for procurement, operation and maintenance of Buses  
as Stage Carriage Services in rural areas of Rajasthan on Public Private  
Partnership basis**

**[Jaisalmer District]**



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION  
PARIVAHAN MARG, JAIPUR**

**DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and the Contract Agreement, and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information to assist the Bidders in preparing and submitting their proposals (“**Bids**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete. Each Bidder should therefore, conduct its own investigations and analysis of the assumptions, assessments, statements, and information contained in this RFP to correct any inaccuracies therein that may appear in this RFP, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the Project and to obtain independent advice from appropriate sources. Each recipient is therefore advised to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever. The information that the Authority is in a position to furnish is limited to this RFP, along with any amendments / clarifications thereon. This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid does not ensure selection of the Bidder by the Authority. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the successful Bidder, for the execution of the scope of work and other requirements, and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidder on submission of the Bid shall be deemed to have acknowledged and undertaken that based on the terms and conditions of the RFP, the Bidder shall execute the works which are suitable for the Project and has submitted its Bid after taking into consideration the time, cost and effort estimated for implementation of the same. If any duties, responsibilities and / or obligations not specifically described in the RFP and / or the Contract Agreement are an inherent, necessary or customary part of the deliverables, performance of any duties, responsibilities and / or obligations and are required for proper performance or provision of the deliverables or services in accordance with the Contract Agreement, they shall be deemed to be included within the scope of the deliverables, duties, responsibilities and / or obligations, as if such deliverables, duties, responsibilities and / or obligations were specifically required and expressly described in the RFP and / or the Contract Agreement and shall be provided by the Bidder as part of the performance of its duties, obligations and responsibilities.

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**GLOSSARY**

The words and expressions as listed herein below shall, unless repugnant to the subject, matter or context thereof, have the meanings as ascribed thereto herein. The words and expressions not defined herein, but defined in the Contract Agreement, shall, unless repugnant to the subject, matter or context, have the meaning ascribed thereto therein.

<b>Definitions used in RFP</b>	
<b>Definitions</b>	<b>Meaning</b>
Authority	As referred to in Clause 1.1.1
Associate	As referred to in Clause 2.2.1
Bid(s)	As referred to in Disclaimer
Bid Due Date	As referred to in Clause 1.4.8
Bid Security	As referred to in Clause 1.5.5
Bidders	As referred to in Clause 1.5.2
Bidding Document	As referred to in Clause 1.4.8
Bidding Process	As referred to in Clause 1.5.1
Conflict of Interest	As referred to in Clause 2.2.1
Consortium	As referred to in Clause 2.1
Contract Agreement	As referred to in Clause 1.2.3
Damages	As referred to in Clause 2.2.1
Financial Capacity	As referred to in Clause 2.2.4
Financial Proposal	As referred to in Clause 1.5.2
Financial Quote	As referred to in Clause 1.5.2
Grant	As referred to in Clause 1.4.4
Joint Bidding Agreement	As referred to in Clause 2.2.7 (g)
Lead Member	As referred to in Clause 2.2.7 (c)
LOA	As referred to in Clause 3.4.6
Lowest Bidder	As referred to in Clause 1.5.1
Member	Member of a JV/Consortium
Net Worth	As referred to in Clause 2.2.5 (a)
Operator	As referred to in Clause 1.4.2
Passenger Fare	means the charge levied on and collected by the Operator from passengers travelling in Buses, either on its own by hiring Conductors or through some agency hired by it, at the rates specified in this Contract and notified by the Authority from time to time
PPP	Public Private Partnership
Premium	As referred to in Clause 1.4.4
Project	As referred to in Clause 1.1.2
Qualification Proposal	As referred to in Clause 1.5.1
RFP or Request for Proposal	As referred to in the Disclaimer
Rs. or Re. or INR	Indian Rupee

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Selected Bidder	As referred to in Clause 3.4.2
Contract Agreement	As referred to in Clause 1.1.6
Subject Person	As referred to in Clause 2.2.1
Tie Bidders	As referred to in Clause 3.4.3
Timetable	As referred to in Clause 1.2.5
<b>Definitions used in Contract Agreement</b>	
<b>Definitions</b>	<b>Meaning</b>
Accounting Year	means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
Actual Schedule Operated Bus Kilometres	means the distance travelled by a Bus for each schedule Trip assigned on a particular Route as per the Fleet Deployment Plan;
Adjusted Depreciated Value of Bus	means the price paid by the Operator to the relevant Bus Manufacturer at the time of procurement of the Bus, depreciated by an annual depreciation rate of 12.5% (twelve-point five percent);
Affected Party	shall have the meaning ascribed to it under Article 20.1;
Applicable Law	means all laws, brought into force and effect by GOI, the State Government or Local Government including rules, regulations, guidelines and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract;
Arbitration Act	means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;
Assured Fleet Availability	means the minimum number of Buses which the Operator is bound to operate in terms of the Fleet Deployment Plan;
Authority	means the Rajasthan State Road Transport Corporation (RSRTC);
Authority Event of Default	shall have the meaning ascribed to it under Article 22.2;
Authority Indemnified Person	shall have the meaning ascribed to it under Article 26.1.1;

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Authority's Representative	means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Contract and shall include any person, persons or Third-Party having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Contract;
Award	shall have meaning ascribed to it under Article 28.3.3;
Bank	means a bank incorporated in India and having a minimum net worth of Rs. 1000 crore (Rupees one thousand crore);
Bank Rate	means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;
Bid	means the documents in their entirety comprised in the bid submitted by the {Selected Bidder} in response to the Request for Proposals in accordance with the provisions thereof;
Bid Due Date	means the date of submission of the Bid by the Selected Bidder in accordance with the RFP;
Bid Security	means the security provided by the Operator to the Authority along with the Bid in a sum of [insert in Rs. (in words)] in accordance with the Request for Proposals and which is to remain in force until substituted by the Performance Security;
Break down	means a situation where Bus has become totally immobile necessitating a tow;
Bus/ Buses	shall have the meaning ascribed to it under Article 3.1.1;
Bus Kilometres	shall constitute: <ul style="list-style-type: none"> <li>a) Distance travelled by a Bus assigned on a particular Route as per the Fleet Deployment Plan;</li> <li>b) Distance travelled by a Bus from its respective parking space to the first point of loading passengers at the commencement of its service on a day;</li> <li>c) Distance travelled by a Bus from its last Bus Stop as per the Fleet Deployment Plan to its respective parking space at the end of the</li> </ul>

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	<p>day's service;</p> <p>d) Distance travelled by a Bus without passengers which is outside the Fleet Deployment Plan but approved by the Authority for meeting specific requirements.</p> <p>e) Distance travelled by a Bus which is outside the Fleet Deployment Plan i.e. for fuelling, maintenance, etc.</p>
Bus Manufacturer	means the manufacturer supplying the Buses;
Bus Permit	means the permit for operating the Buses on the specific Routes as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time;
Bus Permit Fee	means the fee incurred for the procurement of permit for operating the Buses on the specific Routes as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time;
Bus Service	means plying of Buses on the Routes within the Bus Service Area as per Fleet Deployment Plan provided in Schedule IV of the Contract;
Bus Service Area	means Routes for provision of Bus Service, more particularly specified by the Authority in Fleet Deployment Plan provided in Schedule IV of this Contract;
Bus Stop	means designated stops as per Schedule IV along the Routes from where passengers board and alight the Bus;
Bus Standards and Specifications	means specifications and standards for Buses to be operated under this Contract, as specified in Schedule II;
Bus Stand	means the designated stand from where the Bus start or end their trip(s) as per Schedule IV on Routes;
Certificate of Registration	means the certificate issued by competent authority to the effect that a motor vehicle has been duly registered in accordance with the provisions of the Motor Vehicle Act& Rules made thereunder;
Certificate of Fitness	means the certificate issued by the competent Authority as per Motor Vehicle Act;
Change in Law	means the occurrence of events as specified in Article 25.1;
Change in Ownership	means a transfer of the direct and/or indirect legal



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	or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {existing promoters/ selected bidder/ Consortium Members}, together with {its/their} Associates, in the issued and paid-up Equity to decline below 51% (fifty one percent) at all times during the term of the Contract and/ or where members of the Consortium whose technical and financial capacity was evaluated for the purposes of short- listing in response to the Request for Proposal permit their shareholding to decline below 26% (twenty six per cent) at any time during the term of the Contract;
Change of Scope	shall have the meaning ascribed to it under Article 21;
Change of Scope Notice	shall have the meaning ascribed to it under Article 21.3.1;
Change of Scope Order	shall have the meaning ascribed to it under Article 21.3.7;
Control Centre	Means a depot nominate as Control Centre which shall have computerised central monitoring unit for monitoring and supervising the Bus Service;
Commercial Operation Dates (COD)	shall have the meaning ascribed to it under Article 12;
Conditions Precedent	shall have the meaning specified in Article 5;
Conductor	means a person engaged by the Operator for collecting fares from passengers, regulating their entrance into, or exit from, and performing such other functions as may be prescribed by the Operator in accordance with the Authority's norms and in terms of this Contract;
Contract	means this Contract, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained therein;
Contract Period	shall have the meaning specified in Article 4.2 of this Contract;
Consortium	means the group of entities that submitted the Bid for this Project;
Cure Period	means the period specified in this Contract for curing any breach or default of any provision of this Contract by the Party responsible for such breach or default and shall:

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	<p>a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;</p> <p>b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Contract; and</p> <p>c) not in any way be extended by any period of Suspension under this Contract;</p> <p>provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;</p>
Damages	shall have the meaning set forth in Sub-clause (x) of Article 1.2.1;
Delay Damage	shall have the meaning set forth in Article 12.2.1;
Dispute	shall have the meaning set forth in Article 28.1.1;
Dispute Resolution Procedure	means the procedure for resolution of Disputes set forth in Article 28;
Road, Safety & Transport Department's Representative	Shall have the meaning set forth in Recital;
Documents or Documentation	means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;
Driver	means the person who acts as a steersman of the drawn vehicle as defined in the Motor Vehicle Act;
Effective Date	shall have the meaning set forth in Article 5.;
Encumbrances	means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments;
Emergency	means a condition or situation that is likely to endanger the security of the individuals on or about the Project Facilities, including passengers thereof, or which poses an immediate threat of material damage to any of the Project Facilities;
Execution Date	means the date on which the Contract is signed by

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	both the Parties and the same comes into effect;
Expiry Date	means 6 years (may be extendable by 01 (one) year) from the COD of Buses;
Extendable SCOD	shall have the meaning ascribed to it in Article 12.2.1;
Force Majeure or Force Majeure Event	shall have the meaning ascribed to it in Article 20.1;
Fleet	shall refer to the total number of Buses to be put into operation in pursuance to this Contract;
Fleet Deployment Plan	means the detailed plan as developed and finalized by the Authority, including Routes, schedules, frequency etc., from time to time in accordance with Article 13.4 read with Schedule IV of this Contract;
Fuel Price Index	means the change in diesel price at Jaisalmer on anniversary of COD as compared to the diesel price as on the Bid Due Date;
GOI	means the Government of India;
Government Instrumentality	means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;
Good Industry Practice	shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Contract and which would be expected to result in the performance of its obligations by the Operator in accordance with this Contract, Applicable Laws and applicable clearances & approvals in reliable, safe, economical and efficient manner;
Grant	means the amount of [Unit Grant (Rs..... /Km (insert in Rupees as per the Bid)) * Actual Operated Bus Kms (Rupees in words) per month] to be paid by the Authority to the Operator after COD of Buses, towards meeting the capital & Operation and

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	Maintenance expenses of the Operator for providing Bus Service in accordance with the terms of this Contract;
Indemnified Party	means the Party entitled to the benefit of an indemnity pursuant to Article 26;
Indemnifying Party	means the Party obligated to indemnify the other Party pursuant to Article 26;
Insurance Cover	means the aggregate of the maximum sums insured under the insurances taken out by the Authority and/or Operator pursuant to Article 18, and includes all insurances required to be taken out by the Authority and/or Operator under Article 18.1 and 18.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;
Intellectual Property	means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-Conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
Key Performance Indicators	shall have the meaning set forth in Article 16.3;
Kilometre or KM or Km	Shall mean the Kilometre;
Letter of Award (LOA)	means the letter of award dated        /        /2023 issued by the Authority to the {name of the Selected Bidder};
Local Government	means the Government of the district of Jaisalmer;
Material Adverse Effect	means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party;
Non-Political Event	shall have the meaning set forth in Article 20.2;
Operation Period	shall have the meaning set forth in Article 12.1.1;
Operation and Maintenance (O&M)	means the operation and maintenance of the Buses and the Project Facility and includes all matters

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	connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this Contract;
Operation and Maintenance (O&M) Standards	means the minimum standards the Operator has to observe throughout the Contract Period as prescribed by Bus Manufacturer and Good Industry Practices;
O&M Inspection Report	shall have the meaning set forth in Article 15.3
Operator	shall have the meaning as ascribed thereto in the array of Parties in the Recitals above;
Operator's Event of Default	shall have the meaning as ascribed there to in Article 22.1 of the Contract;
Parties	means the parties to the Contract and "Party" means either of them, as the context may admit or require;
Passenger Fare	means the charge levied on and collected by the Operator from passengers travelling in Buses, either on its own by hiring Conductors or through some agency hired by it, at the rates specified in this Contract and notified by the Authority from time to time;
Passenger Kilometres	means the product of passengers travelled and Bus Kilometres plied within a period of one month;
Performance Security	shall have the meaning as ascribed thereto in Article 2.1;
Person	shall mean any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity;
Political Event	Shall have the meaning set forth in Article 20.3;
Premium	means the amount of [Unit Premium (Rs..... /Km (insert in Rupees as per the Bid)) * Actual Operated Bus Kms (Rupees in words) per month] to be paid by the Operator to the Authority in consideration of being granted the rights to operate the Bus Service in the Bus Service Area in accordance with the terms of this Contract;
Processing Fee	Shall have the meaning ascribed to it under Article 16.6.;
Project	means the procurement, operation, and maintenance of Buses in accordance with the terms

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	and conditions of this Contract;
Project Agreement	means this Contract and any other contracts/agreements that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to the Project;
Project Facilities	means the facilities that are required for providing Bus Service and shall include the Buses, and any other facilities made available to the Operator; ;
Rate of Interest for Saving Bank Account at SBI Secretariat Branch, Jaipur	means the saving bank account interest rate revised and issued by State Bank of India, Secretariat Branch, Jaipur, bank from time to time. The interest rate on the latest effective date would be considered;
"Re.", "Rs." or "Rupees" or "Indian Rupees"	means the lawful currency of the Republic of India;
Readiness for Commencement of Bus Service	shall have the meaning set forth in Article 10.4;
Response to Change of Scope	shall have the meaning set forth in Article 21.3.4;
RTA/ RTO	means the relevant Regional Transport Authority/ Regional Transport Office of Jaisalmer as per Motor Vehicle Act, 1988;
Request for Proposal (RFP)	shall mean Request for Proposal document issued by the Authority, for the purposes of selecting an Operator for the Project through a competitive transparent bidding process;
Revised Route Notification	shall have the meaning set forth in Article 7.3.3;
Right of Way	means the constructive possession of the Project Facility, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for operation and maintenance of the Project in accordance with this Contract;
Route	means the routes, as determined by the Authority, on which the Buses would operate as part of the Bus Service and as specified in Fleet Deployment Plan in Schedule IV;
Route Length	Means the length of the Route as specified in Fleet Deployment Plan in Schedule IV;
Schedule	shall mean a schedule under this Agreement;
Schedule Km	means the distance specified in this Contract for each schedule Trip on a particular Route as per the Fleet Deployment Plan;

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Scope of the Project	shall have the meaning set forth in Article 3.1;
Selected Bidder	means the Bidder (single entity or Consortium) to whom the Authority issues the Letter of Award for undertaking the Project;
State Government	means the Government of the State of Rajasthan;
Statutory Auditors	means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 1956/2013 including any statutory modification or re-enactment thereof, for the time being in force;
Taxes & Duties	means all taxes (including road tax, property taxes), duties, fees, levies etc. payable under the Applicable Laws in connection with the Project and performance of obligations of the Parties under this Contract;
Termination	means the early termination of the Contract pursuant to Termination Notice or otherwise in accordance with the provisions of this Contract but shall not, unless the context otherwise requires, include expiry of the Contract on the Expiry Date;
Termination Date	means the date specified in the Termination Notice as the date on which Termination occurs;
Termination Notice	means the notice of Termination by either Party to the other Party, in accordance with the Contract;
Termination Payment	means the amount payable by the Authority to the Operator, in accordance with the provisions of this Contract, upon Termination of this Contract;
Third Party	means any Person, real or judicial, or entity other than the Parties to this Contract;
Transport Department	shall have the meaning set forth in Recital;
Trip	means the trip on the Route where Buses would operate, as determined by the Authority as part of the Bus Service and as specified in Fleet Deployment Plan in Schedule IV;
Unit Grant	means the amount as Rs..... /Km is quoted in the Bid as a unit grant;
Unit Premium	means the amount as Rs..... /Km is quoted in the Bid as a unit premium;
Vandalism	shall have meaning specified in Article 14.6 of this Contract;

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## **INVITATION FOR BIDS**

## **1. INTRODUCTION**

### **1.1. Background**

- 1.1.1. Rajasthan State Road Transport Corporation ("**RSRTC**" / the "**Authority**") has been established under the Road Transport Act 1950 with the objective of providing economic, adequate, punctual, and efficient services to the traveling public in the state of Rajasthan. RSRTC is committed to providing high quality services, consistently and constantly improving the services for the satisfaction of the passengers.
- 1.1.2. In order to provide safe, secure, efficient, reliable and affordable operation of buses in rural areas of Rajasthan, RSRTC has formulated a project for Operation of Stage Carriage Services on Financing, Procurement, Own, Operation and Maintenance of Buses in Rural Areas of Rajasthan on Public Private Partnership Basis (Net Cost Contract) for a pre-determined authorization period, collect and retain the fare box revenues and pay per kilometre premium to RSRTC or ask the Viability Gap/Grant per kilometre from RSRTC as per terms and conditions of RFP. The project is envisaged to be undertaken district wise across the 33 districts in the state of Rajasthan. This RFP is for Jaisalmer district of Rajasthan. (the "**Project**").
- 1.1.3. The objective of the Project is to provide for operation of privately owned Stage Carriage Services on procurement, operation, and maintenance of Buses on specified 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.

### **1.2. The Project**

- 1.2.1. RSRTC will grant authorization to the Selected Bidder for a period of 6 years plus mutually extendable by 1 year to provide bus services in the district, use the road infrastructure, bus stops, terminals and other assistance as may be available with RSRTC in the region. The Scope of the Work for the Operator is briefly set out as below:

#### **Scope of Work for Operator**

- (a) procuring and making available new 32-seater MIDI buses in accordance with the Bus Standards and Specifications set forth in Schedule II of the Contract Agreement in accordance with the provisions of the Contract Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;
- (b) provide Bus Service on the Routes within the Bus Service Area as specified in this Contract;
- (c) operate and maintain the Buses in compliance with frequency and schedule specified in Fleet Deployment Plan, which may be amended or updated by the Authority from time to time;
- (d) Collect and retain fares from passengers, receive Grant from or pay Premium to the Authority;

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- 1.2.2. All Buses under the concession will be branded as "Rural Transit". The Operator may be allowed to co-brand the Buses.
- 1.2.3. The RSRTC shall enter into a suitable contractual agreement ("**Contract Agreement**") with an individual /proprietary firm/ partnership company /limited company/consortium or joint venture or cooperative society to provide Bus Services within the district.
- 1.2.4. The Operator shall be required to operate Buses on all the specified routes in the district as per schedule prescribed by RSRTC. While the Operator will operate as a sole bus operator of RSRTC, it is clarified that RSRTC will not allot any of the routes to another operator upto a time period of two years from the Commercial Operation Date such that similar services of rural transit are not run on the same Origin-Destination routes one hour before the scheduled departure time of the Operator and half an hour after the scheduled departure time of the Operator.
- 1.2.5. The 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 on the specified route as indicated in the RFP of each district.
- 1.2.6. The Operator will have to meet a number of key performance indicators as indicated in the Contract Agreement to be signed with RSRTC. The conditions inter alia include service levels for the operations, specifications & standards for the Buses, performance of staff.
- 1.2.7. Details of selected routes, minimum requirement of buses is provided in **Annexure-A**.
- 1.2.8. The specifications and type of Bus is provided in **Annexure-B**.
- 1.2.9. The bus fare and tariff structure shall be notified by RSRTC/Transport Department, Government of Rajasthan for Rural Areas and is provided in **Annexure-C**. The notification regarding various concession provided to various category of travellers are given in **Annexure-D**.

### **1.3. Rights & Obligations of the Operator**

#### **1.3.1. Rights of Operator**

- i) To operate Buses on the specified routes in the district for a period of 6 years.
- ii) To charge, collect and retain fares from passengers as per fare chart approved by RSRTC.

#### **1.3.2. Obligations of Operator**

- i) To enter into a Contract Agreement with RSRTC covering all aspects related to financing, procurement, operation, and maintenance of specified number of Buses as per approved specifications and approved schedule, on specified routes in the districts awarded to the successful bidder.

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- ii) To pay fees/charges/taxes for various clearances required for registration and operation of Buses including applicable Motor Vehicle Tax (**MVT**) to Government of Rajasthan.
- iii) To procure, operate and maintain electronic hand-held ticketing machines as per approved specifications from agency specified by RSRTC and cost of equipment will be borne by Operator.
- iv) To procure and maintain specified global positioning system (**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 per approved specifications from agency specified by RSRTC. Cost of GPS device and other required data transmission system and accessories is to be borne by Operator for entire duration of the Contract Agreement.
- v) To deploy, well behaved, medically fit, competent, and trained bus drivers and conductors in uniforms prescribed by RSRTC.
- vi) The Operator shall arrange for parking of the Buses at its own risk and cost.
- vii) To share ticketing machine data with RSRTC on weekly basis or as per any other requirement of RSRTC.
- viii) The Operator shall not collect any Passenger Fare or collect partial Passenger Fare 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 ticket shall be issued to these passengers to capture the relevant data. The difference between the actual fare and concessional fare shall be reimbursed to the Operator on the basis of documentary evidence as per Contract 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 and format as approved by the RSRTC.

**The rights and obligations set out herein are only indicative. All the detailed rights and obligations of a Bus Operator shall be as specified in draft Contract Agreement attached as part of this RFP.**

#### **1.4. Bidding Process**

- 1.4.1. The Authority has decided to carry out the bidding process for selection of private entities as the Bidders to whom the Project for Jaisalmer district may be awarded. The Authority invites proposals from bidders who meet the eligibility criteria to submit their bid(s) in accordance with the terms specified herein. The Bidder shall be selected based on the procedure mentioned herein.
- 1.4.2. The Selected Bidder shall either incorporate a company, as a private company or through existing company (under the provisions of the Companies Act, 2013) to execute

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the Project and perform its duties, obligations and responsibilities in this regard. The company so formed (herein after called as the "**Operator**") shall enter into the Contract Agreement in the form and format as set out in Appendix – VI hereto, and other duties, obligations and responsibilities as set out therein, in accordance with the terms and conditions of this RFP.

- 1.4.3. The Operator shall as per the terms and conditions of the Contract Agreement, be entitled to receive the Grantdenominated in Indian Rupees or shall be liable to pay Premium, in consideration of the procurement, operation and maintenance of Buses and other duties, obligations and responsibilities being performed by the Operator.
- 1.4.4. Bids are invited for the Project on the basis of lowest grant per km ("**Grant**") or highest Premium per km ("**Premium**"). Bidders are required to quote Grant or Premium. Generally, the Bidder who has quoted the lowest Grant or highest Premiumfor the Project may be awarded the Project by the Authority. For the avoidance of any doubt, it is hereby clarified that the Authority is not bound to select a Bidder for the Project and the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.
- 1.4.5. The indicative capital cost ("**Estimated Capital Cost**") for the Project, including financing cost and pre-operative expenses is about Rs. 6.0 Crore (Rupees Six Crores only).The Estimated Capital Cost set out herein is only indicative and is based on certain assumptions. The Authority does not assume any responsibility for the accuracy / correctness of the Estimated Capital Cost mentioned herein. The Bidders shall be required to carry out their independent assessment of the actual costs involved and evaluate all technical and commercial factors prior to submission of any Bids. The Authority shall not be liable to pay or receive any amount over and above the Grant/Premium, as the case may be, quoted by the successful Bidder. In the event actual capital cost incurred/to be incurred is higher than the Estimated Capital Cost, the Selected Bidder shall be solely responsible to bearall such capital cost.
- 1.4.6. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bidding process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 1.4.7. The Bidder on submission of the Qualification Proposal shall be deemed to have acknowledged and undertaken that based on the terms and conditions of the RFP, the Bidder shall execute the scope of works, as set out in the Contract Agreement, which are suitable for the Project and has submitted its Bid after taking into consideration the

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time, cost and effort estimated for implementation of the same. If any duties, responsibilities and / or obligations not specifically described in the RFP and / or the Contract Agreement are an inherent, necessary or customary part of the deliverables, performance of any duties, responsibilities and / or obligations and are required for proper performance or provision of the deliverables or services in accordance with the Contract Agreement, they shall be deemed to be included within the scope of the deliverables, duties, responsibilities and / or obligations, as if such deliverables, duties, responsibilities and / or obligations were specifically required and expressly described in the RFP and / or the Contract Agreement and shall be performed by the Bidder as part of the performance of its duties, obligations and responsibilities.

- 1.4.8. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, the Contract Agreement and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 for submission of Bids (the "**Bid Due Date**").
- 1.4.9. Along with the Proposal, The Bidder shall pay to the Authority the bid document ("Bid Document Fees") of Rs. 10,000/- (Rupees ten thousand only) including Goods and Services Tax (GST) in form of Demand Draft/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur. The Bidder shall also pay to the Authority the bid processing fees ("Bid Processing Fees") of Rs. 2500 /- (Rupees two thousand five hundred only) including Goods and Services Tax (GST) in form of Demand Draft/Banker's Cheque in favour of "Managing Director, RISL" payable at Jaipur. The scanned copy of the Demand Draft/Banker's Cheque towards Bid Document Fees and Bid Processing Fees should be uploaded along with online submission of the Bids at <https://eproc.rajasthan.gov.in/eprocure/app> and hard copy of the same shall be submitted along with the Qualification Proposal by the Bid Due Date.

### **1.5. Brief description of Bidding Process**

- 1.5.1. The Authority has adopted a single-stage two parts process (referred to as the "**Bidding Process**") for selection of the Bidder for the award of the Project. The Authority invites the Bidders to participate in the Bidding Process. The Bid in response to the RFP shall be submitted in two parts, as follows:

PART 1: Qualification Proposal

PART 2: Financial Proposal

The evaluation of the Bids shall be carried out in two parts:

#### **PART 1: Opening and evaluation of Qualification Proposal:**

The Bidders shall be required to meet the Financial Capacity for undertaking the Project based on the criteria mentioned in the RFP. The Bidders are required to submit their Qualification Proposal ("**Qualification Proposal**"), comprising of all annexes, appendices, information and other supporting documents, as stated under Clause 2.11

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of this RFP, in order to satisfy the Financial Capacity for undertaking the Project in accordance with the terms and conditions of this RFP. Pursuant to the submission of the Qualification Proposal, the Financial Proposal of only those Bidders shall be opened, whose Bid is responsive in accordance with the requirements of Clause 3.2 of this RFP and whose Qualification Proposal is in compliance with the Financial Capacity, as set out under this RFP. It is clarified that the Financial Proposal will only be submitted online in accordance with Clause 1.5.3.

**PART 2: Opening and evaluation of Financial Proposal**

As part of the Bid, the Bidders are also required to submit their Financial Proposal ("**Financial Proposal**"), which shall be Grant per km or Premium per km ("**Financial Quote**"), which shall be charged or shared by the Bidder in consideration of the procurement, operation and maintenance of Buses and other duties, obligations and responsibilities being performed by the Operator, upon its selection by the Authority as the Selected Bidder, in accordance with the terms and conditions of this RFP and / or the Contract Agreement. Generally, the Bidder who has been short – listed after the opening and evaluation of the Qualification Proposal and who has quoted the lowest Grant or highest Premium shall be the Selected Bidder. For the sake of brevity, it is hereby clarified that the term "**Lowest Bidder**" shall mean the Bidder who has quoted the lowest Grant or highest Premium in its Financial Proposal in terms of Financial Quote. Upon the completion of the Bidding Process, the Authority shall issue a Letter of Award to the Selected Bidder. The Financial Quote shall be inclusive of all taxes, GST, duties, costs and charges payable to in relation to the services to be provided by the Selected Bidder under the Contract Agreement.

- 1.5.2. As part of the Bidding Process, the Bidders are being called upon to submit their Bids online at [<https://eproc.rajasthan.gov.in>] in accordance with the terms specified in the Bidding Documents (the "**Bidders**"). Bidders are requested to submit their Financial Proposal online at [<https://eproc.rajasthan.gov.in>]. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.5.3. The RFP can be downloaded from State Public Procurement Portal [<https://eproc.rajasthan.gov.in>, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.transport.rajasthan.gov.in](http://www.transport.rajasthan.gov.in)] by the Bidders. To submit the Proposal, the Bidders have to enrol on the website of the Public Procurement Portal <https://eproc.rajasthan.gov.in>. The Bidders can download the RFP and then upload the Bid along with scanned copy of original signed documents as required under this RFP on or before the stipulated time on the Bid Due Date. The Qualification Proposal and other supporting documents shall be submitted online on or before the Bid Due Date and submitted physically in original as specified in this RFP within by the Bid Due Date.
- 1.5.4. The Bidding Documents include the draft Contract Agreement with its schedules which are annexed with this RFP document and any Corrigendum/addenda issued subsequent to this RFP Document, shall be deemed to form part of the Bidding Documents.
- 1.5.5. A Bidder along with its Bid is required to submit a bid security of Rs. 12,00,000 (Rupees twelve lakhs only) (the "**Bid Security**"), refundable no later than 30 (thirty) days from



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the date of issue of Letter of Award to Selected Bidder for the unsuccessful Bidders except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement. However, Bid Security in case of unsuccessful Bidders whose Financial Proposal has not been opened shall be returned within 30 (thirty) days of the declaration of result of successful Bidders whose Qualification Proposal has been found eligible and whose Financial Proposal shall be opened in accordance with this RFP. The Bid Security shall be in form of Demand Draft/Banker's Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur/ or Bank Guarantee acceptable to the Authority in the format given in Appendix II. In case of a Bank Guarantee, the validity period of the Bank Guarantee, shall not be less than 210 (two hundred and ten) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bidder has to submit the original bank guarantee of the Bid Security to the Authority by the Bid Due Date and also upload scanned copy of the bank guarantee/ DD / Banker's Cheque on <https://eproc.rajasthan.gov.in> on or before the Bid Due Date. No interest shall be payable by the Authority on the Bid Security. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.5.6. The Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract Agreement including implementation of the Project.
- 1.5.7. Under the Qualification Proposal, the Bidders would be required to furnish all the information to fulfil the Financial Capacity specified in this RFP. Only those Bidders that are qualified in conformance with Clause 3.2, 3.3, 3.4 and 3.5 shall be eligible to have their Financial Proposals opened. The Financial Proposals of the Bidders who do not submit the relevant documents as required under this RFP to evidence their Financial Capacity shall not be opened.
- 1.5.8. Generally, the Lowest Bidder shall be the Selected Bidder.
- 1.5.9. The Operator shall, in consideration of the services to be performed under the Contract Agreement, be entitled to receive Grant from the Authority for the Bus operation services or shall be liable to pay Premium to the Authority.
- 1.5.10. The details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.
- 1.5.11. Any queries or request for additional information concerning this RFP shall be submitted in writing by post or fax or e-mail to the officer designated in Clause 2.12.3 below. The communication shall clearly bear the following identification/ title:

*"Queries/Request for Additional Information: RFP for Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district".*

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**1.6. Schedule of Bidding Process**

The schedule for the bidding process is as follows:

<b>Sl. No</b>	<b>Milestone</b>	<b>Date</b>
1.	Issue of RFP	27.02.2023
2.	Last Date for receiving queries/seek clarifications	13.03.2023 @ 18:00 Hrs
3.	Date of Pre- bid Meeting	13.03.2023 @ 11:00 Hrs at RSRTC Head Office, Jaipur
4.	Authority's response to pre-bid queries	Within 4 days from date of Pre-bid meeting
5.	Last Date for Submission of Proposals (" <b>Bid Due Date</b> ")	24.03.2023 @ 16:00 Hrs
6.	Date for opening of Qualification Proposal	25.03.2023 @ 16:00 Hrs
7.	Date of opening of Financial Proposal	To be notified later
8.	Issue of Letter of Award	To be notified later
9.	Validity of Bids	180 days from Bid Due Date

The Authority reserves the right to modify the above schedule at its discretion which will be binding on the Bidder.

## **2. INSTRUCTION TO BIDDERS**

### **A. GENERAL**

#### **2.1. General terms of Bidding**

- 2.1.1. The Bidder can participate individually as a sole applicant or as Lead Member of a joint venture /Consortium. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a group of entities or as a member of a joint venture/ consortium of Bidders ("**Consortium**") shall not be entitled to submit another bid for the Project either individually or as a member of any Consortium, as the case may be.
- 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.3. Bidders are required to submit their Financial Proposal online at <https://eproc.rajasthan.gov.in> in the provided format. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.1.4. The Bidder shall deposit an interest – free Bid Security of Rs. 12,00,000 (Rupees twelve lakhs only) in accordance with the provision of this RFP. The Bidder shall provide the Bid Security in the form of a bank guarantee acceptable to the Authority, as per format at Appendix II or in form of Demand Draft Banker's Cheque. The scanned copy of the bank guarantee and / or Demand Draft and/or Banker's Cheque. shall be uploaded along with the online Bid submission and the original bank guarantee, original Demand Draft and / or Banker's Cheque should be physically submitted by the Bid Due Date at the address specified in Clause 2.12.3
- 2.1.5. The validity of the bank guarantee shall not be less than 210 (two hundred and ten) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.
- 2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix III authorising the signatory of the Bid to commit the Bidder. The signed and scanned copy of the Power of Attorney shall be uploaded along with the online Bid submission and the original together with self-attested photocopies of Power of Attorney should be physically submitted by the Bid Due Date at the address specified in Clause 2.12.3.
- 2.1.7. In case the Bidder is a Consortium, the Consortium thereof should furnish an additional Power of Attorney in favour of the Lead Member, who shall at all times hold at least

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26% (twenty six percent) of the issued and paid – up equity share capital of the Company, in the format at Appendix IV. The signed and scanned copy of the Power of Attorney shall be uploaded along with the online Bid submission and the original together with self-attested photocopies of Power of Attorney should be physically submitted by the Bid Due Date at the address specified in Clause 2.12.3.

- 2.1.8. Any condition or qualification contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11. The Bidder shall comply with the following requirements as per extant guidelines/policies of Government of India or Government of Rajasthan as the case may be
  - A. The Rajasthan Transparency in Public Procurement Act, 2012 and The Rajasthan Transparency in Public Procurement Rules, 2013
  - B. The Bidders from countries sharing land border with India shall be eligible for the Project after giving due undertaking in the manner as prescribed in Annex VI of the RFP for compliance to Department of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 and its amendments from time to time.
  - C. All applicable laws/guidelines/regulations notified by Transport Department, Government of Rajasthan.

## **2.2. Eligibility of the Bidder**

- 2.2.1. A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
- 2.2.2. The Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have any Conflict of Interest shall be disqualified and in the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and

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effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the subscribed and paid up share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5%(five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2 sub section 72 of Companies Act, 2013. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - a.) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be considered for computing the shareholding of such controlling person in the Subject Person; and
  - b.) subject always to sub-clause a.) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause b.) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder, is also a constituent of another Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder is the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts

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either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

*Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in the Clause 1.5.2 shall include each Member of such Consortium.

For the purpose of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member ("**the Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to the person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.3. A Bidder shall be liable for disqualification and forfeiture of the Bid Security or forfeiture and appropriation of the Performance Security, as the case maybe, if any, legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder or the Operator, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including forfeiture and appropriation of the Bid Security / Performance Security as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

- 2.2.4. Any award of the Project pursuant to this RFP shall be subject to the terms and conditions of the Bidding Documents.

- 2.2.5. As part of the Qualification Proposal, the Bidders have to fulfil the following conditions:

Financial Capacity: The Bidder shall have a minimum positive Net Worth (the "**Financial Capacity**") of Rs. 1.80 Crore (Rupees One Crore and Eighty Lakh only) as per the audited financial statements for the year ended on March 31, 2022.

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In case of a Consortium, the combined Financial Capacity of those Members, who shall have a stake of at least 26% (twenty six per cent) each in the Consortium, should satisfy the Financial Capacity; provided that each such Member shall, for a period of 03 (three) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Company; and (ii) 5% (five per cent) of the Total Project Cost as specified in the Contract Agreement/Bidding Documents.

2.2.6. The Bidder shall provide with its Bid, to be submitted as per the format at Appendix I, complete with its Annexes, the following:

(a) Certificate(s) from its statutory auditors/chartered accountant specifying the net worth of the Bidder preceding its latest financial year without counting such financial year, as per the specified requirement, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.5 (a). For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For entities other than companies, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards.

The Bidder shall upload online scanned copies of the certificates as specified above along with the Bid while the original physical document shall be submitted by the Bid Due Date, failing which the Bidder shall be summarily rejected.

2.2.7. Where the Bidder is a single entity, the Bidder shall constitute an appropriate private company, incorporated under the Companies Act, 2013 (the "**Company**") within the timelines as specified under this RFP, to execute the Contract Agreement and implement the Project.

2.2.8. In case the Bidder is a Consortium, it shall, in addition to forming a Company registered under the Companies Act, 2013 within the timelines as specified under this RFP, comply with the following additional requirements:

- (a) the number of Members in any Consortium shall not exceed 5 (five);
- (b) the Bid should contain the information required for each Member of the Consortium, in accordance with the requirements of this RFP;
- (c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall at all times hold at least 26% (twenty-six per cent) of the fully paid up and issued equity share capital of the Company. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix III and IV, signed by all the other members of the Consortium;
- (d) the Bidder should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;



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- (e) an individual Bidder cannot at the same time be the member of a Consortium applying for the Bid. Further, a member of any particular Consortium cannot be member of any other Consortium;
- (f) the members of a Consortium shall form an appropriate Company to execute the Contract Agreement and implement the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the "**Joint Bidding Agreement**"), for the purpose of submitting this Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
  - (i) convey the intent to form a Company with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator in terms of the Contract Agreement, in case the concession to undertake the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) commit the minimum equity stake to be held by each member;
  - (iv) commit that each of the members, whose Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity share capital of the Company and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Company; and (ii) 5% (five per cent) of the total project cost as specified in the Contract Agreement.
  - (v) commit that the Lead Member shall, upon constitution of the Company, subscribe to 26% (twenty six per cent) or more of the subscribed and paid up equity share capital of the Company at all times during the concession in the Project;
  - (vi) members of the Consortium undertake that they shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity share capital of the Company at all times until the third anniversary of the date of commercial operation of the Project; and
  - (vii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project until the achievement of financial close ("**Financial Close**") in accordance with the requirements of the Contract Agreement.



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- (h) Except as expressly provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
  - (i) The Bidder, in case it is a Consortium, shall submit online scanned copy of the original Power of Attorney and Joint Bidding Agreement along with the Bid while the self-attested photo copies of document shall be submitted by the Bid Due Date, failing which the Bid shall be summarily rejected.
- 2.2.9. Any entity which has been debarred by the Central/ State Government from participating in any project (PPP or otherwise), and the debar subsists as on the date of Bid, or any entity controlled by it, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.2.10. A Bidder including any Consortium Member or Associate should, in the previous 3 (three) years immediately preceding the Bid Due Date, have neither failed to perform on any contract, as evidenced by any judicial pronouncement or arbitral award against the Bidder, Consortium Member or Associate, as the case may be, nor has the Bidder, Consortium Member or Associate been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract by such Bidder, Consortium Member or Associate.
- 2.2.11. In computing the eligibility under Clauses 2.2.4, 2.2.5 and 3.3 of the Bidder/ Consortium Members, which is a company or a corporation, the Financial Capacity of their respective Associates would also be eligible hereunder.
- For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 2.2.12. The following conditions shall be adhered to while submitting a Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix and Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
  - (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
  - (d) in case the Bidder is a Consortium, each Member should satisfy the requirements to the extent as specified under this RFP.

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2.2.13. While participation is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty five per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India and / or persons owned / controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India and / or persons owned / controlled by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

For the purposes of this RFP:

- (a) The term “**control**” shall mean (a) ownership or control (whether directly or otherwise) of more than 50% of the equity share capital, voting capital, or the like of the controlled entity; or (b) ownership of equity share capital, voting capital, or the like by contract or otherwise, control of, power to control the composition of, or power to appoint, majority of the members of the board of directors or other equivalent or analogous body of the controlled entity or (ii) in case of any Person which is a natural person, shall mean the ‘relative’ of such natural person, within the meaning of such term under the Companies Act, 2013;
- (b) The term “**person**” shall mean and include any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

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- (c) The term “**persons resident in India**” shall have the meaning as ascribed to the term under the Foreign Exchange Management Act, 1999;
- (d) The term “**persons resident outside India**” shall have the meaning as ascribed to the term under the Foreign Exchange Management Act, 1999;
- (e) The term “**persons owned and controlled by persons resident in India**” shall mean a person resident in India whose ultimate legal and beneficial ownership and control is directly or indirectly vested in persons resident in India; and
- (f) The term “**persons owned / controlled by persons resident outside India**” shall mean all other persons other than persons owned and controlled by persons resident in India.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- (c) The bidders from countries sharing land border with India shall be eligible for the Project after giving due undertaking in the manner as prescribed in Annex VI of the RFP for compliance to Department of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020

2.2.14. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the technical capacity or financial capacity, as the case may be, preceding its latest financial year without counting such financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting period commencing from April 1 of each year till March 31 of next year.

2.2.15. The Bidder shall continue to be responsible for all claims and declarations made under its Bid for the entire Bidding Process and if selected under the Bid Process as Selected Bidder, throughout the entire concession period for the Project.

2.2.16. This RFP is not transferable.

2.2.17. Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

### **2.3. Change in Ownership**

2.3.1. For the avoidance of any doubt, it is hereby clarified that on and from the Bid Due Date, the composition of the Consortium shall not be revised and / or altered without

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the prior written approval of the Authority, which approval shall either be provided and / or rejected at the sole discretion of the Authority.

- 2.3.2. By submitting the Bid, the Bidder acknowledges and undertakes that in case of a Consortium, those Members of the Consortium whose Financial Capacity has been utilized towards the satisfaction of the Financial Capacity under this RFP, shall continue to hold at least 26% (twenty – six percent) of the paid – up and issued equity share capital of the Company, at all times till the expiry of a period of 3 (three) years from the date of commercial operation of the Project. Further, by submitting the Bid, the Bidder acknowledges and undertakes that the Members of the Consortium shall collectively hold 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Company at all times until the expiry of a period of 3 (three) years from the date of commercial operation of the Project. The Bidder further acknowledges and agrees that the aforesaid obligations as may be contained in the Contract Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.2 shall apply only when the Bidder is a Consortium.
- 2.3.3. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose technical capacity and / or financial capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Contract Agreement but prior to the achievement of the Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Operator and / or Selected Bidder. In such an event, notwithstanding anything to the contrary contained in the Contract Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security / Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under applicable laws and/ or the Contract Agreement or otherwise.

#### **2.4. Cost of Bidding**

- 2.4.1. The Bidders be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5. Location / site visit, due diligence and verification of information**

- 2.5.1. Bidders are once again encouraged to submit their respective Bids after visiting the location(s) of associated facilities of Project, carrying out due diligence including on the site that would be proposed by the Bidder, ascertaining for themselves the site conditions, traffic, location, surroundings, feasibility, maintenance facilities, applicable laws and regulations, and any other matter considered relevant by them for the performance of the Contract Agreement.
- 2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the Bidding Documents and the RFP;
  - b) received all relevant information requested from the Authority;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
  - d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - e) carried out proper due diligence of the Project and the requirements of the Project and / or the Authority;
  - f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Operator;
  - g) acknowledged that it does not have a Conflict of Interest; and
  - h) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.6. Verification and Disqualification**

- 2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of

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its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is discovered or established, or
- (b) does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid, or
- (c) been blacklisted / debarred by the Central/ State Government, or any public sector undertaking / public sector corporation, from participating in any project; or
- (d) Bidder has failed to perform on any contract as evidenced by any judicial pronouncement or arbitral award against the Bidder, Consortium Member or Associate as the case may be, or has been expelled from any project or contract by any public entity or any contract awarded to the Bidder/ Member of the Consortium has been terminated on account of breach of contract by the Bidder / Member of the Consortium, in the last three (3) years immediately preceding the Bid Due Date; or
- (e) Any Bidder, Member of the Consortium or any of their Associates have been convicted by a court of law and sentenced to imprisonment for period of three (3) years or more.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids to match the Financial Proposal of the Lowest Bidder in accordance with Clause 3.4.4 and 3.4.5; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or the Company has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to such Bidder / Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security / Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be

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available to the Authority under the Bidding Documents, under applicable laws and/or under the Contract Agreement, or otherwise.

- 2.6.4. The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any, or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

**B. DOCUMENTS**

**2.7. Contents of the RFP**

- 2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Clause 1. Introduction

Clause 2. Instruction to Bidders

Clause 3. Evaluation of Bids

Clause 4. Fraud and Corrupt Practices

Clause 5. Pre-Bid Queries

Clause 6. Miscellaneous

**Annexures**

- A. Details of routes
- B. Bus Type and Specifications
- C. Fare Chart
- D. Category of free and concessional passengers

**Appendices**

- I. Letter comprising the Bid, including Annexes.
  - II. Bank Guarantee for Bid Security
  - III. Power of Attorney for signing of Bid
  - IV. Power of Attorney for Lead Member of Consortium
  - V. Joint Bidding Agreement for Consortium
  - VI. Financial Proposal Format
- 2.7.2. The Contract Agreement provided by the Authority as part of the Bid Documents (Appendix VII) shall be deemed to be part of this RFP.



## **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.5.11. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.6. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by email. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought online by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders by publishing it on the website and State Public Procurement Portal [<https://eproc.rajasthan.gov.in>, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.transport.rajasthan.gov.in](http://www.transport.rajasthan.gov.in)]. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives or consultants shall not in any way or manner be binding on the Authority.

## **2.9. Amendment of RFP**

- 2.9.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum thus issued will be published on [<https://eproc.rajasthan.gov.in>, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.transport.rajasthan.gov.in](http://www.transport.rajasthan.gov.in)].
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **C. Preparation and Submission of Bids**

### **2.10. Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.



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**2.11. Format and Signing of Bid**

- 2.11.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.11.2. The physical copy of the Qualification Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bidders shall submit along with the Bid, a copy of the latest shareholding pattern and the copies of the Memorandum of Association, the Articles of Association and the other constitutional / charter documents of the Bidder, certified by a director / authorized representative of the concerned Bidder. In the event that any Bidder fails to submit such documents to the Authority, the Bid submitted shall be declared as 'non – responsive' and the Authority shall forfeit and appropriate the Bid Security as Damages.
- 2.11.3. The Financial Quote shall be filled online only at [<https://eproc.rajasthan.gov.in>] in the prescribed format. A copy of all the other documents shall be scanned and uploaded and the original documents as specified in Clause 2.12.2 shall be physically submitted at the address specified in Clause 2.12.3.

**2.12. Submission of Bids**

- 2.12.1. The Bid shall be submitted through online submission in two parts:
- a) Part 1: The Qualification Proposal shall consist of:
- I. Appendix-I and Annexes;
  - II. Bid Security in form of Bank Guarantee as per APPENDIX-II or as per provision of Clause 2.21. The scanned copy of the Bid Security shall be uploaded along with the online Bid submission and the original Bid Security should be physically submitted along with the Qualification Proposal;
  - III. Power of Attorney for signing of Bid in the format at Appendix-III. The signed and scanned copy of the Power of Attorney shall be uploaded along with the online Bid submission and the original together with self – attested photocopies of Power of Attorney should be physically submitted along with the Qualification Proposal;
  - IV. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV additionally. The signed and scanned copy of the Power of Attorney shall be uploaded along with the online Bid submission and the original together with self-attested photocopies of Power of Attorney should be physically submitted along with the Qualification Proposal;
  - V. If applicable, Joint Bidding Agreement in the format at Appendix V. The scanned copy of the original Joint Bidding Agreement shall be submitted online while the

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original along with self – attested photocopies of the Joint Bidding Agreement shall be submitted on or prior to the Bid Due Date;

- VI. Copy of the RFP document along with all addenda / corrigenda as issued by the Authority duly signed by the authorized signatory;
- VII. All other supporting documents mentioned in the RFP duly signed by the authorized signatory;

The scanned copies of the documents under Part 1 shall be uploaded on or before the stipulated time on Bid Due Date.

- b) Part 2: The Financial Proposal shall be submitted **online only** in the prescribed format on or before the stipulated time on Bid Due Date.

2.12.2. The following original documents are required for physical submissions:

- (a) Bid Security in form of Bank Guarantee as per Appendix -II or form of DD or Banker's Cheque in favour of "Financial Advisor, RSRTC" and payable at Jaipur.
- (b) Bid Document Fees of Rs. 10,000/- in form of DD or Banker's Cheque in favour of "Financial Advisor, RSRTC" and payable at Jaipur
- (c) Bid Processing Fee of Rs. 2500/- in form of DD or Banker's Cheque in favour of "Managing Director, RISL" in form of DD or Banker's Cheque and payable at Jaipur
- (d) PoA for signing of Bid as per Appendix -III
- (e) PoA for Lead member of Consortium (if applicable) as per Annexure – IV
- (f) Joint Bidding Agreement (if applicable) in the format at Appendix V

The above documents are to be placed in a sealed envelope and shall be submitted at address given in 2.12.3 by Bid Due Date. The envelope shall clearly bear the following identification: **"Bid for Selection of Operator for supply, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district – Qualification Proposal"**

2.12.3. The envelope under Clause 2.12.2 shall be addressed to:

ATTN. OF:	Executive Director (Traffic)
ADDRESS:	Rajasthan State Road Transport Corporation Headoffice, Parivahan Marg, Chomu House, Jaipur, Rajasthan – 302 001
Phone number:	0141-2374644
Email id:	edt.rsrtc@rajasthan.gov.in

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2.12.4. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.12.5. Bids in physical form (other than as specified above) submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### **2.13. Bid Due Date**

2.13.1. The Bid should be submitted on the Public Procurement Portal [<https://eproc.rajasthan.gov.in>] with the specified physical submission at address provided in Clause 2.12.3 before specified time in the manner and form as detailed in this RFP. If the Bidder fails to submit all required documents in physical form on or before the stipulated time as per the terms and conditions of this RFP, the Bid shall be summarily rejected.

2.13.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum / corrigendum in accordance with Clause 2.9 uniformly for all Bidders.

### **2.14. Late and Delayed Bids**

2.14.1. Bids received by the Authority after the specified time on the Bid Due Date in the RFP shall not be eligible for consideration and shall be summarily rejected.

### **2.15. Contents of the Bid**

2.15.1. The Bid shall be furnished in the format online and shall consist of Qualification Proposal comprising of all Appendix, Annexes and all supporting documents as mentioned in the RFP, the scanned copies of which are to be submitted online and the physical copies of which are to be submitted as per the requirements of this RFP and the Financial Proposal comprising of Financial Quote which shall be submitted online at the Public Procurement Portal [<https://eproc.rajasthan.gov.in>]. The Bidder shall specify in Indian Rupees the Grant or Premium to undertake the Project in accordance with this RFP and the provisions of the Contract Agreement. The Bid shall be accompanied with documents as specified in this RFP.

2.15.2. Generally, the Project will be awarded to the Lowest Bidder.

2.15.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

### **2.16. Modifications/ Substitution/ Withdrawal of Bids**

2.16.1. The Bidder may modify, substitute or withdraw its Bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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- 2.16.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by the Authority, shall be disregarded by the Authority.

### **2.17. Rejection of Bids**

- 2.17.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.17.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **2.18. Validity of Bids**

- 2.18.1. The Bid shall clearly indicate that it would remain valid for a period of not less than 180 (one hundred and eighty) days ("**Bid Validity Period**") from Bid Due Date or as may be mutually extended by the Authority and the concerned Bidders thereto. The Authority reserves the right to reject any Bid that does not meet this requirement.
- 2.18.2. In exceptional circumstances, prior to the expiry of the original Bid Validity Period, the Authority may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse such request forfeiture of Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal but would be required to extend the validity of its Bid Security for the period of extension and comply with the terms of the Bidding Documents in all respects.

### **2.19. Confidentiality**

- 2.19.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless as required under the e-tendering process or it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### **2.20. Correspondence with the Bidder**

- 2.20.1. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **D. BID SECURITY**

### **2.21. Bid Security**

- 2.21.1. The Bidder shall furnish as part of its bid, a Bid Security referred to in Clause 2.1.4 of Rs. 12,00,000 (Rupees twelve lakh only) for the Project in accordance with the provisions of this RFP. The Bid Security shall be in the form of a Demand Draft / Banker's Cheque or / Bank Guarantee issued by a Scheduled Bank in India having a net worth of at least Rs. 10,00,00,00,000 (Rupees one thousand crore only) in favour of the Authority in the format at APPENDIX-II and having a validity period of not less than 210 (two hundred and ten) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where the Bid Security is not furnished in the form of a bank guarantee, the same shall be deposited in the account of the Authority through RTGS/NEFT transaction. The bank guarantee shall be mandatorily issued by a Scheduled Bank in India and should be payable at a branch of the Scheduled Bank located in Rajasthan. For the avoidance of doubt, the term **"Scheduled Bank"** shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The original document shall be submitted in physical form and a scanned copy shall be uploaded at the Public Procurement Portal: <https://eproc.rajasthan.gov.in>.
- 2.21.2. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.21.3. Save and except as provided in Clauses 1.5.5, 2.1.5 and 2.1.6 the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.
- 2.21.4. The Selected Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder signing the Service Agreement and furnishing the Performance Security in accordance with the requirements of this RFP.
- 2.21.5. The Bidder on submission of the Bid Security accepts that if the Bidder is in violation of any event as described in Clause 2.21.6 below, he will be suspended from participation in future tenders of the Authority for a period of 2 (two) years as Damages. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.6. The Authority shall suspend the Bidder as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, under applicable laws and/or under the Contract Agreement, or otherwise under the following conditions:

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- b) If a Bidder submits a non – responsive Bid and / or a Bid without complying with the terms and conditions of this RFP;
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of the RFP;
- d) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- e) In the case of Selected Bidder, if it fails within the specified time limit –
  - i. to sign and return the duplicate copy of LOA unless Authority consents to extension of time for submission thereof;
  - ii. to sign and submit a duly stamped Contract Agreement; or
  - iii. to furnish the Performance Security as per the requirements of this RFP; or
  - iv. In case the Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security.

### **3. EVALUATION OF BIDS**

#### **3.1. Opening and Evaluation of Bids**

- 3.1.1. Only those Bidders who meet the eligibility criteria specified in Clause 2.2 above shall qualify for evaluation under this Section 3. Bidders that do not meet these criteria shall be rejected.
- 3.1.2. The Bidder's competence and capability as demonstrated under its Qualification Proposal is proposed to be established by the following parameters:
- Financial Capacity
- 3.1.3. A Bidder's eligibility shall be measured in terms of meeting Financial Capacity. Only those Bidders whose Qualification Proposal fulfils the requirements of the Financial Capacity under this RFP shall be eligible for evaluation of Financial Proposal.
- 3.1.4. The Authority shall open the Bids at stipulated time on the Bid Due Date and at the place specified in Clause 2.12.3 and in the presence of the Bidders who choose to attend.
- 3.1.5. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.6. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- 3.1.7. If a Bidder does not provide clarifications sought under Clause 3.1.6 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be debarred from subsequently questioning such interpretation of the Authority.

#### **3.2. Tests of responsiveness**

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a) The Financial Proposal is received online as per terms of this RFP
  - b) The Qualification Proposal is received as per the prescribed format in physical copies as well as online as stipulated in this RFP;
  - c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
  - d) The physical submission of the Qualification Proposal is signed and sealed and marked as stipulated in Clauses 2.10 and 2.11;
  - e) it is accompanied by the Bid Security as specified in Clause 1.5.5 submitted in physical and scanned form as stipulated in this RFP;

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- f) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 and 2.1.7 in physical and scanned forms as stipulated in this RFP;
  - g) it contains all the information (complete in all respects) as requested in this RFP and / or Bidding Documents (in formats same as those specified);
  - h) it does not contain any condition or qualification; and
  - i) it is not non-responsive in terms hereof.
- 3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. However, the Authority may, at its sole discretion, allow the Bidder to rectify the infirmities or omissions if the same do not constitute a material modification of the Bid.

**3.3. Financial information for purposes of evaluation**

- (a) The Qualification Proposal must be accompanied by the audited annual reports of the Bidder (and of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the application is made.
- (b) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) financial years immediately preceding the year for which the audited annual report is not being provided.
- (c) The Bidder must establish the minimum Net Worth specified in Clause 2.2.4 and provide details as per format at Annex II of Appendix I.
- (d) In case of a Consortium, the combined net worth (sum of net worth) of only those Members of the Consortium, who have and shall continue to have at least 26% (twenty six percent) of the total issued and paid up equity share capital in the Company each, shall be considered.

**3.4. Selection of Bidder**

- 3.4.1. Subject to the provisions of Clause 2.16, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1, would be evaluated to assess the Financial Capacity. Bidders duly meeting the Financial Capacity requirement, shall be the technically qualified bidders ("**Technically Qualified Bidders**"), and their respective Financial Proposals shall be eligible for opening and evaluation.
- 3.4.2. Of the Technically Qualified Bidders, the Bidder who quotes the lowest Grant or highest Premium shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.4.3. In the event that two or more Technically Qualified Bidders quote the same Grant or Premium (the "**Tie Bidders**"), all such Technically Qualified Bidders being the Lowest



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Bidders, the Authority shall identify the Selected Bidder by way of draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 3.4.4. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Technically Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Financial Quote of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, in the event that only one Technically Qualified Bidder has matched the Financial Quote of the Lowest Bidder, such Technically Qualified Bidder shall be declared as the Selected Bidder. If two or more Technically Qualified Bidders match the said Lowest Bidder in the second round of bidding, then the Technically Qualified Bidder whose Financial Quote was lower as compared to the other Bidder(s) in the first round of bidding shall be declared as the Selected Bidder.

For example, if the third and fifth lowest Technically Qualified Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Technically Qualified Bidder shall be declared as the Selected Bidder.

- 3.4.5. In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.6.4, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.
- 3.4.6. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cash and appropriate the Bid Security of such Technically Qualified Bidder in accordance with Clause 2.20.5 as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Technically Qualified Bidder may be considered as per Clause 3.6.4.
- 3.4.7. The Selected Bidder shall be required to provide the performance security (the "**Performance Security**"), as per the timelines as provided under this RFP, for a sum equivalent to Rs. 15,00,000 (Rupees fifteen lakh only)<sup>1</sup> as per the terms and conditions of the Contract Agreement, which shall be valid and subsisting till a period of 6 (six) months post the Expiry Date from the date of award of LOA, as per the terms and

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<sup>1</sup>Shall be (2.5% or as applicable by RTPP Rules, 2013) of Estimated Capital Cost

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conditions of the Contract Agreement. In the event of extension of the period of subsistence of the Contract Agreement for an additional period, for any reason whatsoever, the Selected Bidder shall ensure that the Performance Security shall be extended for such additional period.

- 3.4.8. The Performance Security shall be in the form of a bank guarantee issued by a Scheduled Bank in India having a net worth of at least Rs. 10,00,00,00,000 (Rupees one thousand crore only) in favour of the Authority in the format set out in the Contract Agreement. The bank guarantee shall be mandatorily payable at a branch of the Scheduled Bank located in Rajasthan.
- 3.4.9. For the purposes of execution of the Contract Agreement, the Selected Bidder shall incorporate the Company, as per Companies Act, 2013, within the timelines as specified under this RFP and in compliance with the terms and conditions of this RFP.
- 3.4.10. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Company to execute the Contract Agreement within a period of thirty (30) days from the date of issuance of the LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement and by making the submission of the Bids during the Bidding Process, the Bidders shall have duly acknowledged and accepted the terms and conditions of the Contract Agreement, without any conditions and / or qualifications whatsoever.
- 3.4.11. The stamp duty on the Contract Agreement and/or any agreement to be entered into shall be borne and payable by the Selected Bidder.

### **3.5. Contacts during Bid Evaluation**

- 3.5.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees / representatives on matters related to the Bids under consideration.

#### **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process as well as subsequent to the issuance of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, in the LOA and / or in the Contract Agreement, the Authority may reject a Bid, withdraw the LOA and / or terminate the Contract Agreement without being liable in any manner whatsoever to the Bidder or the Selected Bidder if it determines that such Bidder or Selected Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process or subsequent to the issuance of the LOA or during the subsistence of the Contract Agreement. In such an event, the Authority shall forfeit and appropriate the Bid Security / Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, under applicable laws and / or under the Contract Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issuance of the LOA or the execution of the Contract Agreement as the case may be, such Bidder / Selected Bidder shall not be eligible to participate in any project / tender process of the Authority during a period of 2 (two) years from such date, notwithstanding anything to the contrary contained therein or in this RFP, and the LOA and / or the Contract Agreement shall be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security / Performance Security, as the case may be as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Contract Agreement, or otherwise.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute

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influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE – BID MEETING**

- 5.1 A Pre Bid meeting will be held at RSRTC head office, Jaipur on the specified date as per clause 1.6.
- 5.2 The Bidders can submit their pre-bid queries to the Authority on or before date of pre-bid meeting as specified in 1.6 and in accordance with Clause 2.8 of the RFP. The Authority shall not be liable to respond to any query submitted after the stipulated time.
- 5.2 The Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6. MISCELLANEOUS**

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts at Rajasthan shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and / or evidence submitted to the Authority by, on behalf of, and / or in relation to any Bidder; and / or
  - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **ANNEXURES**

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

**Annexure-A**

**Details of proposed routes in the district**

District	Route No.	From	To	Connecting Gram Panchayats (via)	Route Length (Km)	No. of Buses	Total No. of Trips	Avg. Bus Utilisation per day per route	Avg. Bus Utilisation per district (Km/bus/day)
Jaisalmer	1	Jaisalmer	Bahla	Jaisalmer, Badabag, Mokla, Parewar, Sultana, Raimala, Tejpala, Bahla	176	1	2	352	259
Jaisalmer	2	Sultana	Jaisalmer	Sultana, Khinya, Kathori, KanodRawlotan, Kanod, Hadda, Hadda, Jaisalmer	122	1	2	244	
Jaisalmer	3	Dabari	Poonamnagar	Dabari, Sam, Kanoi, Salkha, Siyambar, Khuiyala, Kohariyo Ka Gaon, Poonamnagar	111	1	2	222	
Jaisalmer	4	Sankra	Mohangarh	Sankra, Madhopura, Neran, Chandhan, Bhagu Ka Gaon, Ridwa, Hameera, Kanod, Mohangarh	116	1	2	232	
Jaisalmer	5	Jaisalmer	Myajlar	Jaisalmer, Amarsagar, Damodra, Kanoi, Sam, Beeda, Pochhina, Myajlar	143	1	2	286	
Jaisalmer	6	Harnau	Jaisalmer	Harnau, Dhanana, Sam, Kanoi, Damodra, Amarsagar, Jaisalmer	140	1	2	280	
Jaisalmer	7	Myajlar	Chandhan	Myajlar, Phuliya, Berisiyala, Janra, Dhoba, Khuhari, Sipla, Pithala, BasanpeerJuni, Chandhan	161	1	2	322	
Jaisalmer	8	Fathegarh	Jaisalmer	Fathegarh, Sangarh, Rama, Seetorai, Kotri, Pithala, Jaisalmer	99	1	2	198	
Jaisalmer	9	Ola	Pokaran	Ola, Rajgarh, Baiteena, Loona Kalan, Sankra, Sanawara, Chok, Modardi, Nananyai, Kelawa, Pokaran	96	1	2	192	
Jaisalmer	10	Shahgarh	Myajlar	Shahgarh, Asutar, Bandha, Turko Ke Basti,	171	1	2	342	



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District	Route No.	From	To	Connecting Gram Panchayats (via)	Route Length (Km)	No. of Buses	Total No. of Trips	Avg. Bus Utilisation per day per route	Avg. Bus Utilisation per district (Km/bus/day)
				Loonar, Pochhina, Myajlar					
Jaisalmer	11	Sankra	Mekuba	Sankra, Dalpatpura, Bhaniyana, Panasar, Rajmathai, Subhashnagar, Bandhewa, Mekuba	77	1	4	308	
Jaisalmer	12	Jaisalmer	Bharewala	Jaisalmer, Badabag, Baramsar, Dewa, Boha, Nehdai, Javaharnagar, Shekon Ka Tala, Bharewala	161	1	2	322	
Jaisalmer	13	Jaloowala	Chinnoo	Jaloowala, Tawariwala, Akal Ka Tala, Panche Ka Tala, Nachna, Away, Chinnoo	115	1	2	230	
Jaisalmer	14	Myajlar	Bhoo	Myajlar, Satto, Tejrawa, Baiya, Kunda, Jhinhinyali, Tejmalta, Devra, Chelak, Narsingon Ki Dhani, Bhoo	123	1	2	246	
Jaisalmer	15	Badora Gaon	Phalsoond	Badora Gaon, Moolana, Rasla, Bhainsara, Khelana, Rajmathai, Dhaulasar, Balar, BhekhoraJooni, Swamiji Ki Dhani, Phalsoond	100	1	2	200	
Jaisalmer	16	Jhinhinyali	Ola	Jhinhinyali, Modha, Toga, Kapuriya, Mandai, Dangri, Bhainsara, Rajgarh, Ola	114	1	2	228	
Jaisalmer	17	Jaisalmer	Sadrau	Jaisalmer, Badabag, Roopsi, Parewar, Khinya, Mandau, Nehdai, Sadrau	107	1	2	214	
Jaisalmer	18	Ramgarh	Askandra	Ramgarh, Mohangarh, Tadana, Satyaya, Askandra	158	1	2	316	
Jaisalmer	19	Manasar	Sardarsingh Ki Dhani	Manasar, Phalsoond, Bhurajgarh, Padampura, Sohanpura, Jhabra, Ratariya, Bhaniyana, Sardarsingh Ki Dhani	82	1	2	164	
Jaisalmer	20	Dedha	Netsi	Dedha, Chhatrel, Kuchari, Poonamnagar,	108	1	2	216	

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District	Route No.	From	To	Connecting Gram Panchayats (via)	Route Length (Km)	No. of Buses	Total No. of Trips	Avg. Bus Utilisation per day per route	Avg. Bus Utilisation per district (Km/bus/day)
				Khuiyala, Kolutala, Netsi					
Jaisalmer	21	Pabnasar	Pokaran	Pabnasar, Dangri, Bhainsara, Baiteena, Gundala, JaloraPokaran, Teliwara, Madwa, Ujla, Pokaran	131	1	2	262	
Jaisalmer	22	Lawan	Madasar	Lawan, Morani, Gomat, Loharki, Chhayan-i, Askandra, Away, Chinnoo, Madasar	150	1	2	300	
Jaisalmer	23	Fathegarh	Chhatagar	Fathegarh, Dangri, Bhainsara, Rasla, Moolana, Badora Gaon, Bhagu Ka Gaon, Pithala, Sipla, Khuhari, Dhoba, Janra, Adbala, Chhatagar	203	1	2	406	
Jaisalmer	24	Myajlar	Jaisalmer	Myajlar, Phuliya, Dav, Hatar, Janra, Dhoba, Khuhari, Sipla, Pithala, Jaisalmer	132	1	2	264	
Jaisalmer	25	Jaloowala	Nokh	Jaloowala, Tawariwala, Shaktinagar, Bodana, Talriya, Nokh	75	1	4	300	
Jaisalmer	26	Jhinhinyali	Fathegarh	Jhinhinyali, Magra, Chelak, Seetorai, Rama, Sangarh, Fathegarh	82	1	2	164	
Jaisalmer	27	Netasar	Bhaniyana	Netasar, Phalsoond, Swamiji Ki Dhani, BhekhoraJooni, Balar, Dhaulasar, Rajmathai, Gundala, JaloraPokaran, Bhaniyana	93	1	2	186	
<b>Total No. of Buses</b>						<b>27</b>			

**Annexure-B**

**Bus Type and Specifications**

Technical Specifications of MIDI Buses		
S.No.	Paramerters	Specifications
1	Engine Power	120HP and Above
2	Engine Cylinder	4 and Above
3	Wheelbase (mm)	4200-4500 mm
4	Engine Torque	Minimum 350 Nm @ 1000-2000 RPM
5	Overall Length of chassis (mm)	8000-9000 mm
6	Seating Capacity & Layout	Minimum 30+D , 2x2 layout

**Note :-** Above technical specifications are tentative and these will be finalized after Pre -bid Meeting

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

**Annexure-C**

**Fare Chart**


**Rajasthan State Road Transport Corporation, Jaipur.**  
Revised Fare Rate in Rs. Per passenger w.e.f. 17/06/2016

No.	KMS.	Fare Per seat Per kms		Ordinary Services			Chargeable Amount from Passenger (in Rs.)
		Existing 75Paisa	Revised 85Paisa	Acc. Comp. Surcharge	HR Surcharge	Total	
1	1 - 5	5	6				
2	6 - 10	8	9	1		6	6
3	11 - 15	11	13	1		10	10
4	16 - 20	15	17	1		14	14
5	21 - 25	19	21	1		18	18
6	26 - 30	23	26	1	1	23	23
7	31 - 35	26	30	1	1	28	28
8	36 - 40	30	34	2	1	33	33
9	41 - 45	34	38	2	1	37	37
10	46 - 50	38	43	2	1	41	41
11	51 - 55	41	47	2	1	46	46
12	56 - 60	45	51	3	4	54	54
13	61 - 65	49	55	3	4	58	58
14	66 - 70	53	60	3	4	62	62
15	71 - 75	56	64	3	4	67	67
16	76 - 80	60	68	3	4	71	71
17	81 - 85	64	72	3	4	75	75
18	86 - 90	68	77	3	4	79	79
19	91 - 95	71	81	3	4	84	84
20	96 - 100	75	85	3	4	88	88
21	101 - 105	79	89	3	4	92	92
22	106 - 110	83	94	5	5	100	100
23	111 - 115	86	99	5	5	105	105
24	116 - 120	90	102	5	5	109	109
25	121 - 125	94	106	5	5	113	113
26	126 - 130	98	111	5	5	117	117
27	131 - 135	101	115	5	5	122	122
28	136 - 140	105	119	5	5	126	126
29	141 - 145	109	123	5	5	130	130
30	146 - 150	113	128	5	5	134	134
31	151 - 155	116	132	5	5	139	139
32	156 - 160	120	136	5	5	143	143
33	161 - 165	124	140	5	5	147	147
34	166 - 170	128	145	5	5	151	151
35	171 - 175	131	149	5	5	156	156
36	176 - 180	135	153	5	5	160	160
37	181 - 185	139	157	5	5	164	164
38	186 - 190	143	162	5	5	168	168
39	191 - 195	146	166	5	5	173	173
40	196 - 200	150	170	5	5	177	177
41	201 - 205	154	174	5	5	181	181
42	206 - 210	158	179	5	5	185	185
43	211 - 215	161	183	5	5	190	190
44	216 - 220	165	187	5	5	194	194
45	221 - 225	169	191	5	5	198	198
46	226 - 230	173	196	5	5	202	202
47	231 - 235	176	200	5	5	207	207
48	236 - 240	180	204	5	5	211	211
49	241 - 245	184	208	5	5	215	215
50	246 - 250	188	213	5	5	219	219
51	251 - 255	191	217	5	5	224	224
52	256 - 260	195	221	5	5	228	228
53	261 - 265	199	225	5	5	232	232
54	266 - 270	203	230	5	5	236	236
55	271 - 275	206	234	5	5	241	241
56	276 - 280	210	238	5	5	245	245
57	281 - 285	214	242	5	5	249	249
58	286 - 290	218	247	5	5	253	253
59	291 - 295	221	251	5	5	258	258
60	296 - 300	225	255	5	5	262	262
						266	266

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

**Annexure-D**

**Category of free and concessional passengers**


**राजस्थान राज्य पथ परिवहन निगम मुख्यालय, जयपुर जयपुर ।**  
 राजस्थान राज्य के विभिन्न श्रेणी के व्यक्तियों को राजस्थान सरकार के निर्देश/अनुमोदन अनुसार देय यात्रा सुविधाओं का विवरण  
 नवीनतम स्थिति दिनांक 01.04.2022

क्र.सं.	श्रेणी	देय सुविधा	पात्रता / यात्रा का आधार	वाहन श्रेणी जिसमें निःशुल्क/रियायती यात्रा सुविधा देय है।	वर्तमान में देय सुविधा कहां से कहां तक	सुविधा कब से देय हुई
1	पत्रकार	निःशुल्क	डी.पी.आर से जारी आदेशानुसार अधिकृत पत्रकार को निगम से जारी /RFID कार्ड एवं यात्रा कपून् के आधार पर	साधारण, द्रुतगामी सेमी डीलक्स, डीलक्स बस	केवल राजस्थान एवं दिल्ली तक की यात्रा	1974
2	अधिस्वीकृत पत्रकार	निःशुल्क	RFID कार्ड के आधार पर	वातानुकूलित/वोल्वो वाहनों में ।	राजस्थान राज्य की सीमा व दिल्ली तक यात्रा	17.6.2016
3	स्वतन्त्रता सेनानी	निःशुल्क	राजस्थान सरकार से जारी पेंशन आदेश के आधार पर व निगम से जारी /RFID कार्ड	समस्त वाहन श्रेणी (वातानुकूलित बसों में यात्रा दिनांक 13.01.1988 से स्वीकृत)	जहाँ तक निगम वाहने संचालित है।	01.04.1987
4	स्वतन्त्रता सेनानी का एक सहयोगी	निःशुल्क	-----	कम सं. 3 के अनुसार यथावत ।	जहाँ तक निगम वाहने संचालित है।	07.05.1994
5	स्वतन्त्रता सेनानियों की विधवाएँ	निःशुल्क	राजस्थान सरकार से जारी पेंशन आदेश के आधार पर व निगम से जारी /RFID कार्ड	कम सं. 3 के अनुसार यथावत ।	जहाँ तक निगम वाहने संचालित है।	04.05.1989
6	स्वतन्त्रता सेनानी की विधवा का एक सहयोगी	निःशुल्क	-----	कम सं. 3 के अनुसार यथावत ।	जहाँ तक निगम वाहने संचालित है।	02.03.2007
7	(i) युद्ध में शहीद सैनिकों की विधवाएँ एवं उन पर आश्रित अवयस्क सन्ताने	निःशुल्क	सैनिक कल्याण बोर्ड द्वारा जारी पेंशन पत्रादि के आधार पर निगम द्वारा जारी /RFID कार्ड के आधार पर	साधारण, द्रुतगामी एवं डीलक्स वाहने (डीलक्स बसों में यात्रा सुविधा दिनांक 15.04.2013 से स्वीकृत)	केवल राजस्थान राज्य क्षेत्र में।	08.07.1999
	(ii) दिनांक 01-04-1999 एवं इसके बाद विभिन्न सैन्य ऑपरेशन में शहीद सैनिकों /अर्द्ध सैनिक बलों के शहीद सैनिकों की विधवाएँ एवं उन पर आश्रित अवयस्क सन्ताने					15.04.2013
	(iii) दिनांक 01-04-1999 एवं इसके बाद विभिन्न सैन्य ऑपरेशन में शहीद सैनिकों के माता-पिता					15.07.2013



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8	राज्य की अनुसूचित जाति एवं आदिवासी क्षेत्र की कक्षा 8 तक पढ़ने वाली आदिवासी बालिकाएँ	नि-मुक्त	विद्यालय द्वारा जारी परिचय पत्र के आधार पर निगम कार्यालय द्वारा शिड्यूल iii/RFID कार्ड के आधार पर	साधारण एवं द्रुतगामी सेवाएं	राजस्थान राज्य क्षेत्र में घर से स्कूल तक आने जाने हेतु	1994
9	पद्म पुरस्कार से सम्मानित व्यक्ति	नि-मुक्त	महामहिम राष्ट्रपति महोदय द्वारा जारी पद्म पुरस्कार के प्रमाण पत्र के आधार पर जन सम्पर्क शाखा मुख्यालय जयपुर में प्रस्तुत करने पर जारी /RFID कार्ड के आधार पर	वातानुकूलित एवं योल्वों वाहन सहित समस्त वाहन श्रेणी	जहाँ तक निगम वाहने संचालित है।	24.05.2010
10	पद्म पुरस्कार से सम्मानित व्यक्ति का एक सहयोगी	नि-मुक्त	-----	वातानुकूलित एवं योल्वों वाहन सहित समस्त वाहन श्रेणी	जहाँ तक निगम वाहने संचालित है।	06.04.2011
11	राष्ट्रीय एवम् राज्य स्तर पर पुरस्कृत शिक्षकों को यात्री किराया में रियायत	नि-मुक्त	जिला शिक्षा अधिकारी द्वारा जारी प्रपत्रों के अनुसार निगम द्वारा जारी /RFID कार्ड के आधार पर	साधारण एवं द्रुतगामी सेवाएं/रात्री	राजस्थान राज्य सीमा में	04.02.2020
12	अन्तर्राष्ट्रीय स्तर की खेल स्पर्धाओं में राज्य के पदक विजेता	नि-मुक्त	खेल स्पर्धा का मूल प्रमाण पत्र जन सम्पर्क शाखा मुख्यालय जयपुर में प्रस्तुत करने पर, जारी परिचय पत्र /RFID कार्ड के आधार पर	समस्त वाहन श्रेणी(सुपर लक्जरी बसों के अतिरिक्त )	जहाँ तक निगम वाहने संचालित है।	10.08.2010
13	राष्ट्रपति पुलिस मेडल फॉर गैलेन्ट्री एवम् पुलिस मेडल फॉर गैलेन्ट्री अवार्ड से सम्मानित व्यक्ति नोट-दिनांक 08.01.2014 से राज0 पुलिस के साथ BSF, CRPF, & RAC को भी इसमें सम्मिलित किया गया ।	नि-मुक्त	अवार्ड के प्रमाण पत्र के आधार पर जन सम्पर्क शाखा मुख्यालय जयपुर से जारी /RFID कार्ड के आधार पर	वातानुकूलित एवं योल्वों वाहन सहित समस्त वाहन श्रेणी	जहाँ तक निगम वाहने संचालित है।	07.06.2011
14	राष्ट्रपति पुलिस मेडल फॉर गैलेन्ट्री एवम् पुलिस मेडल फॉर गैलेन्ट्री अवार्ड से सम्मानित व्यक्ति जो वर्तमान में सेवारत नहीं है का एक सहयोगी	नि-मुक्त	-----	वातानुकूलित एवं योल्वों वाहन सहित समस्त वाहन श्रेणी	जहाँ तक निगम वाहने संचालित है।	30.08.2011
15	सशस्त्र सैन्य के शौर्य पदक धारक	नि-मुक्त	अवार्ड के प्रमाण पत्र के आधार पर जन सम्पर्क शाखा मुख्यालय जयपुर से जारी /RFID कार्ड के आधार पर	समस्त वाहन श्रेणी	जहाँ तक निगम वाहने संचालित है।	20.05.2020

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16	80 वर्ष से अधिक आयु के वृद्धजन(महिला/पुरुष) को मुफ्त यात्रा एवं एक सहयोगी 50 प्रतिशत की छूट ।	स्वयं निःशुल्क सहयोगी 50% छूट	80 वर्ष व उससे अधिक आयु होने का निर्धारित प्रपत्रों में से कोई एक प्रपत्र प्रस्तुत करने पर निगम द्वारा जारी /RFID कार्ड के आधार पर	समस्त वाहन श्रेणी	जैसलमेर राजस्थान राज्य सीमा तक यात्री किराया में	17.04.2018
17	UPSC/RPSC/RSMSSB द्वारा आयोजित प्रतियोगी परीक्षाओं के साक्षात्कार में उपस्थिति हेतु निःशुल्क यात्रा ।	निःशुल्क	आयोजित परीक्षा के प्रवेश पत्र,साक्षात्कार हेतु प्राप्त पत्र एवं मूल निवास प्रमाण पत्र की प्रति के साथ निवास स्थान से साक्षात्कार स्थल तक निःशुल्क यात्री सुविधा ।	साधारण एवं द्रुतगामी	निवास स्थान से साक्षात्कार स्थल तक	22.05.2018
18	सभी प्रतियोगी परीक्षाओं में भाग लेने वाले परीक्षार्थियों एवं प्रदेश के युवा ब्रान्ड एम्बेसडर्स को निःशुल्क यात्रा ।	निःशुल्क	आयोजित परीक्षा के प्रवेश पत्र,एवं मूल निवास प्रमाण पत्र की प्रति के साथ निवास स्थान से परीक्षा स्थल तक निःशुल्क यात्री सुविधा ।	साधारण एवं द्रुतगामी	निवास स्थान से परीक्षा स्थल तक	16.04.2021
19	नेत्रहीन /अंधता	निःशुल्क	नेत्रहीन/अंधता का प्रमाण पत्र प्रस्तुत करने पर निगम से जारी /RFID कार्ड पर	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में	जहाँ तक निगम वाहने संचालित है ।	1974
20	नेत्रहीन /अंधता का एक सहयोगी	निःशुल्क	-----	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में	जहाँ तक निगम वाहने संचालित है ।	09.03.2005
21	श्रृवण बाधित	निःशुल्क	प्राधिकृत विषय विशेषज्ञ चिकित्सक के प्रमाण पत्र पर निगम द्वारा जारी /RFID कार्ड के आधार पर	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में	जहाँ तक निगम वाहने संचालित है ।	03.08.2010
22	विकलांग (अस्थि )/ चलन निःशक्तता	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में	जहाँ तक निगम वाहने संचालित है ।	03.08.2010
23	मानसिक विमन्दिता /मंदता	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में ।	जहाँ तक निगम वाहने संचालित है ।	31.08.1998
24	मानसिक विमन्दिता/मंदता से ग्रसित व्यक्ति का एक सहयोगी	निःशुल्क	-----	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में	जहाँ तक निगम वाहने संचालित है ।	03.08.2010

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25	कम दृष्टि निःशक्तता	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी सेवाएं/रात्री 1ओं में ।	जहाँ तक निगम वाहने संचालित है ।	03.08.2010
26	मानसिक रुग्णता	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में ।	जहाँ तक निगम वाहने संचालित है ।	03.08.2010
27	मानसिक रुग्णता से ग्रसित व्यक्ति का एक सहयोगी	निःशुल्क	-----	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में ।	जहाँ तक निगम वाहने संचालित है ।	03.08.2010
28	कुष्ठ रोग मुक्त	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में ।	जहाँ तक निगम वाहने संचालित है ।	03.08.2010
29	स्वलीनता	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
30	मल्टीपल स्कलरोसीस	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
31	प्रमस्तिष्क घात	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
32	क्रोमिक न्यूरोलाजिकल कण्डीशन	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
33	बीनापन	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
34	हीमोफिलिया /अचिरक्त स्राव	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
35	तेजाब हमला पीडित	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
36	पार्किंसन रोगी	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
37	बहुनिःशक्तता (अन्धता एवं बहरा)	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
38	स्पेसिफिकलर्निंग डिसेबिलीटी	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
39	थैलसिमिया	निःशुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021



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40	मासपेशीय दुर्बिकास	नि:शुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
41	सिकल सेल डिजीज	नि:शुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
42	वाक् एवं भाषा निःशक्ता	नि:शुल्क	कम सं. 21 के अनुसार यथावत ।	साधारण एवं द्रुतगामी	जहाँ तक निगम वाहने संचालित है ।	07.05.2021
43	एड्सरोगी(IMMUNO COMPROMISED)	वाक् किराया में 75% छूट	कम.संख्या 23 के अनुसार यथावत	साधारण एवं द्रुतगामी सेवाएं/रात्री	घर से अस्पताल तक आने जाने हेतु ।	25.08.2003
44	कैंसर रोगी	वाक् किराया में 75% छूट	कम.संख्या 23 के अनुसार यथावत	साधारण एवं द्रुतगामी सेवाएं/रात्री	घर से अस्पताल तक आने जाने हेतु ।	01.05.1984
45	असंकामक कुष्ठ रोगी	वाक् किराया में 75% छूट	चिकित्सक द्वारा ईलाज के लिए जारी पत्र के आधार पर	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में ।	घर से अस्पताल तक आने जाने तक	01.04.-1987
46	थैलीसीमिया रोगी का एक सहयोगी	वाक् किराया में 50% छूट	-----	साधारण एवं द्रुतगामी सेवाएं/रात्री सेवाओं में ।	रोगी के साथ घर से अस्पताल तक आने जाने हेतु	25.08.2003
47	हीमोफिलिया (Hemophilia) रोगी का एक सहयोगी	वाक् किराया में 50% छूट	-----	समस्त वाहन श्रेणी (अखिल भारतीय अनुज्ञा पत्रों पर संचालित बसों के अतिरिक्त)	घर से अस्पताल तक आने जाने हेतु ।	15.10.2014
48	कैंसर रोगी का एक सहयोगी	वाक् किराया में 50% छूट	-----	साधारण एवं द्रुतगामी सेवाएं/रात्री	रोगी के साथ घर से अस्पताल तक आने जाने हेतु	25.8.2003
49	विद्यार्थी	वाक् किराया में 50% छूट	विद्यालय द्वारा जारी परिचय पत्र के आधार पर निगम कार्यालय द्वारा शिड्यूल iii /परिचय पत्र के आधार पर	साधारण एवं द्रुतगामी सेवाएं/रात्री	निवास स्थान से शिक्षण संस्थान तक 50 कि.मी. तक की परिधि में	1974
50	निगम के लाईसेन्स धारी कूलियों को नगरीय सेवाओं में यात्रा सुविधा	वाक् किराया में 50% छूट	निगम द्वारा जारी कुली लाईसेन्स के आधार पर	केवल नगरीय बस सेवाओं में	निगम की नगरीय बस सेवा में निवास स्थान से बस स्टैण्ड तक	19.05.2008
51	60 वर्ष व इससे अधिक आयु के यरिष्ठ नागरिक	वाक् किराया में 30% छूट	60 वर्ष व इससे अधिक आयु होने का निर्धारित प्रपत्रों में से कोई एक प्रपत्र प्रस्तुत करने पर या निगम द्वारा जारी /RFID कार्ड के आधार पर	समस्त वाहन श्रेणी ।	केवल राजस्थान राज्य सीमा तक	28.04.2014
52	महिला	वाक् किराया में 30% छूट	महिला यात्री ।	समस्त वाहन श्रेणी ।	केवल राजस्थान राज्य सीमा तक	28.04.2014

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53	निम्न धार्मिक पर्व/लक्ष्मी मेलों में निगम बसों में यात्रा करने पर यात्री किराया राशि में छूट:-	यात्री किराया में 30% छूट	राजस्थान परिवहन निगम, की मंला स्पंशल वाहनों में यात्रा करने वाला यात्री	मैला स्पेशल संचालित वाहनों में	केवल राजस्थान राज्य सीमा तक	07.03.2014
	1.कैलादेवी (करौली)		राजस्थान परिवहन निगम, की मंला स्पंशल वाहनों में यात्रा करने वाला यात्री			
	2.झील का बाड़ा (भरतपुर)		राजस्थान परिवहन निगम, की मंला स्पंशल वाहनों में यात्रा करने वाला यात्री			
	3.रामदेवरा (जोधपुर)		राजस्थान परिवहन निगम, की मंला स्पंशल वाहनों में यात्रा करने वाला यात्री			
	4.पुष्कर (अजमेर)		राजस्थान परिवहन निगम, की मंला स्पंशल वाहनों में यात्रा करने वाला यात्री			
54	आदिवासी जन जाति क्षेत्र के आदिवासियों को	साझे किराये में 25% छूट	मुनाव आयोग का पहचान पत्र/बी.पी.एल. कार्ड/राशन कार्ड अथवा समक्ष अधिकारी द्वारा जारी जाति प्रमाण पत्र में से कोई एक (आदिवासी होने का प्रमाण पत्र)	साधारण सेवाएं	आदिवासी क्षेत्रों में संचालित स्थानीय साधारण सेवा की बसों में	23.02.2008

उक्त के अतिरिक्त निम्न पुलिस/सुरक्षाकर्मियों की मृत्यु पर उनकी पत्नी तथा आश्रित बच्चों को निगम बसों में निःशुल्क सुविधा की अनुमति दी गई :-					
1	कॉन्स्टेबल स्वर्गीय श्री चन्द्रमान	निःशुल्क			30.07.2010
2	पुलिस निरीक्षक स्वर्गीय श्री फूल मोहम्मद	निःशुल्क			20.04.2011
3	स्व. श्री दुर्गालाल कीर सुरक्षा कम्पनी	निःशुल्क			13.10.2011
4	स्व. श्री निहाल सिंह का. नि.न. 185	निःशुल्क			29.12.2011
5	स्व.श्री विजेन्द्र सिंह का नि. चालक	निःशुल्क			20.06.2012

## **APPENDICES**

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**APPENDIX I: Letter Comprising the Bid for Qualification**

*(Instruction - On the letter head of the Bidder/ Lead Member of the Consortium ; Signed copy to be scanned & uploaded on the [<https://eproc.rajasthan.gov.in>]& original physical document submitted in sealed envelope as part of the Qualification Proposal)*

To,

**Executive Director (Traffic)**

RSRTC Headoffice,  
Parivahan Marg,  
Chomu House,  
Jaipur-302001  
Tel. No. 0141-2374644  
E-mail: edt.rsrc@rajasthan.gov.in

**Sub: Selection of Operator for procurement, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district**

Dear Sir,

With reference to your Request for Proposal ("RFP") document no \_\_\_\_\_ dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood its contents, hereby submit my/our unconditional and unqualified Bid for the project. We hereby accept and accede to all terms and conditions of the RFP and the Contract Agreement (including addendums/amendments) provided to us.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as a Selected Bidder for the financing, procuring, operation, and maintenance of the aforesaid Project, as per the terms and conditions of the RFP.
3. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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5. I/ We certify that we/ any of the Consortium Members or our/ their Associates have neither been blacklisted/debarred by Central/State Government or any public sector undertaking / public sector corporation, that we have not been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part nor have we, in the last three (3) years, failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award.
6. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any addendum/corrigendum issued by the Authority;
  - b. I/ We do not have any conflict of interest in accordance with Clause 2.2.1 of the RFP document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.1 of the RFP document.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s)the Financial Capacity criteria and meet(s) all the requirements as specified in the Bidding Documents and are/ is qualified to submit a Bid.
9. I/We commit to implement the Project,in accordance with the terms and conditions of the Contract Agreement.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting any Bid for the Project.
11. I / We certify that in regard to matters other than security and integrity of the country, we / any Member of the Consortium or any of our / their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by any regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I / We certify that in regard to matters relating to security and integrity of the country, we / any Member of the Consortium or any of our / their Associates have not been

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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- charge – sheeted by any agency of the Central Government / State Government or convicted by any court of law.
13. I/ We certify that we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court of law and sentenced to imprisonment for a period of three (3) years or more.
  14. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
  15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
  16. I/ We understand that the selected Bidder shall incorporate a Company as a private limited company under the Companies Act, 2013, prior to execution of the Contract Agreement.
  17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  18. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
  19. In the event of we / us being selected as the Selected Bidder, I / we agree to enter into the Contract Agreement in accordance with the draft that has been provided to me / us prior to the Bid Due Date. We agree not to seek any changes to the aforesaid draft and agree to abide by the same.
  20. I/ We certify that in terms of the RFP, my/our Net worth is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ in words) and we meet the Financial Capacity as prescribed in Clause 2.2.4 of the RFP document for the projects listed.
  21. I / We herewith submit a Bid Security of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ in words) in accordance with the RFP.
  22. I /We have studied the Bidding Documents carefully and conducted requisite site inspections / surveys / due diligence. We understand that except as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of the Project.
  23. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I / we shall have any claim or right of whatsoever nature if the Project is not awarded to me / us or our Bid is not opened or rejected.
  24. The Financial Quote has been provided by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

25. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
26. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Selected Bidder under the Contract Agreement.}
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
28. I/We have downloaded the RFP for the captioned Project from the State Public Procurement Portal <https://eproc.rajasthan.gov.in>, [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.transport.rajasthan.gov.in](http://www.transport.rajasthan.gov.in) and are submitting our Bids as per prescribed format without any modifications.
29. I/We confirm that I/we have read the entire RFP document including appendix, annexes. Instructions, corrigendum and other documents as issued by the Authority on its website and the State Public Procurement Portal in connection with this RFP document and I/we shall abide hereby the terms / conditions / clauses contained herein.
30. I/We have examined and understood all the conditions regarding restrictions on procurement from an Applicant from a country which shares a land border with India as provided in Ministry of Finance, Government of India and mentioned in the RFP. We hereby acknowledge, confirm and agree that, in terms of the order, an Applicant from such a country is not eligible to submit the Bid and participate in the Bidding Process under the RFP. I/We hereby certify that [I/we, our consortium member(s) and Associate(s) are not from a country which shares a land border with India]/[I/ we/ our consortium member(s)/ Associate(s) are from a country which shares a land border with India and have been duly registered with the Competent Authority pursuant to the orders]

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP. The list of documents being submitted along with the Bid is listed below.

Capitalized terms used herein but not defined hereinabove, shall have the meanings as ascribed to the term under the RFP, unless repugnant to the subject, matter or context thereof.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

(Name and seal of the Bidder/ Lead Member)

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**ANNEX I**

**Details of the Bidder**

*(Instruction: Signed copy to be scanned & uploaded on [https://eproc.rajasthan.gov.in] & original physical copy submitted in sealed envelope as per Clause 2.12)*

We refer to the Request for Proposal ("RFP") bearing reference No. \_\_\_\_\_ dated \_\_\_\_\_

1. Details of the Bidder / Member of JV/Consortium
  - a. Name:
  - b. Country of incorporation:
  - c. Type of entity : Individual / Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
  - d. Registered address :
  - e. Address of the corporate headquarters and its branch office(s), if any, in India:
  - f. Date of incorporation and commencement of business:
  - g. Incorporation / Registration Number<sup>2</sup>:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number/Mobile No:
  - f. E-Mail Address:
  - g. Fax Number:
4. Particulars of the Authorised Signatory of the Bidder / Lead Member:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:

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<sup>2</sup>Where not applicable, PAN Number to be provided



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e. Telephone Number/Mobile No:

f. E-Mail Address:

g. Fax Number:

5. *(in case of Consortium)* Information regarding the role of each Member should be provided as per table below:

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role* {Refer to clause 2.2.7 (d)}</b>	<b>Percentage of Stake in the Consortium {Refer clause 2.2.7 (d)}</b>

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex IV

6. The following information shall also be provided for each Member of the Consortium:

<b>S. No</b>	<b>Criteria</b>	<b>Yes/ No</b>
1.	Has the Bidder/ constituent of the Consortium been blacklisted / debarred by the Central/ State Government, or any Public Sector Undertaking / Corporation, from participating in any contract)?	
2.	If the answer to 1 is yes, does the debar subsist as on the date of Bid? Provide details thereon	
3.	Has the Bidder has failed to perform on any contract as evidenced by any judicial pronouncement or arbitral award against the Bidder, Consortium Member or Associate as the case may be, or has been expelled from any project or contract by any public entity or any contract awarded to the Bidder/ Member of the Consortium has been terminated on account of breach of contract by the Bidder / Member of the Consortium, in the last three (3) years immediately preceding the Bid Due Date?	
4.	Has the Bidder, Member of the Consortium or any of their Associates have been convicted by a court of law and sentenced to imprisonment for period of three (3) years or more?	
5.	Has the Bidder, Member of the Consortium or any of their Associates engaged any legal, financial or technical adviser of the Authority, in any manner for matters related to or incidental to the Project?	
6.	If the answer to 5 is yes, was such adviser engaged by the Bidder, the Member of the Consortium or any of their Associates in the past but its assignment was terminated or expired at least 6 months prior to the issuance of the RFP? Please provide details thereon	

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing any non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the last 3 years is given below (Attach extra sheets, if necessary):

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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Capitalized terms used herein but not defined hereinabove, shall have the meanings as ascribed to the term under the RFP, unless repugnant to the subject, matter or context thereof.

Signature of Authorised Signatory

Stamp of Bidder / Lead Member

**Note:**

***Strike out parts not applicable. Do not Delete***

In case of a Consortium:

- a. **The information above (1-4) should be provided for all the Members of the Consortium.**
- b. The Joint Bidding Agreement & Power of Attorney as per Appendix III and IV, as envisaged in clause **2.2.7 (g)** to be attached to the Bid.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

**ANNEX II**

**Financial Capacity of the Bidder**

*(Instruction: Refer to Clauses 2.2.4 (I) and 3.5 of the RFP; Signed copy to be scanned & uploaded on [https://eproc.rajasthan.gov.in]& original physical copy submitted in sealed envelope as per Clause 2.12)*

We refer to the Request for Proposal ("RFP") bearing reference No. \_\_\_\_\_ dated \_\_\_\_\_.

(In Rs. crore<sup>\$</sup>)

Table 1:

<b>Applicant type <sup>\$\$</sup></b>	<b>Member Code<sup>£</sup></b>	<b>Net Worth</b>
		<b>Year 1</b>
(1)	(2)	(3)
Single entity Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

Capitalized terms used herein but not defined hereinabove, shall have the meanings as ascribed to the term under the RFP, unless repugnant to the subject, matter or context thereof.

**Name & address of Bidder's Bankers:**

<sup>\$</sup> For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 80(eighty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

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<sup>\$\$</sup> A Bidder consisting of a single entity should fill in details as per the row titled single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled single entity Bidder may be ignored.

<sup>£</sup> Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Financial Capacity relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.

<sup>££</sup> The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.4.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves + Security Premium) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). For entities other than companies, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards.
3. Year 1 will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.13.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.7 (g) of the RFP document.
5. The Bidder shall also provide the name and address of the bankers to the Bidder.
6. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.5 of the RFP document.
7. In the event that credit is being taken for the Financial Capacity of an Associate, as defined in Clause 2.2.10, the Applicant should also provide a certificate in the format below:

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**Certificate from the Statutory Auditor/ Company Secretary regarding Associate<sup>§</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Applicant/ Consortium Member/ Associate*) is held, directly or indirectly<sup>£</sup>, by ..... (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.10 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

*{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.}*

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of

<sup>§</sup> In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law or by contract or otherwise, this certificate may be suitably modified, and copies of the relevant law/ documents may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**ANNEX III**

**Statement of Legal Capacity**

*(Instruction: To be forwarded on the letterhead of the Bidder / Each Member of Consortium Signed copy to be scanned & uploaded on [ <https://eproc.rajasthan.gov.in>] & original physical copy submitted in sealed envelope as per Clause 2.11)*

Date: .....

To,

**Executive Director (Traffic)**

RSRTC Headoffice,  
Parivahan Marg,  
ChomuHouse,  
Jaipur-302001  
Tel. No. 0141-2374644  
E-mail: edt.rsrtc@rajasthan.gov.in

**Sub:Selection of Operator for procurement, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district**

Dear Sir,

We refer to the Request for Proposal ("RFP") bearing reference No. \_\_\_\_\_ dated \_\_\_\_\_.

We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Bid) satisfy the eligibility criteria and agree to abide by the terms and conditions laid out in the RFP document.\*

We have agreed that \_\_\_\_\_ (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Capitalized terms used herein but not defined hereinabove, shall have the meanings as ascribed to the term under the RFP, unless repugnant to the subject, matter or context thereof.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of \_\_\_\_\_

\* Please strike out whichever is not applicable.

**ANNEX IV**

**Guidelines for Bidders from countries sharing land border with India  
(Refer Clause 2.1.11)**

1. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) or any specific department/authority designated for this purpose ("**Competent Authority**").
2. However, such registration is not required for being eligible under this RFP in case the Bidders are from countries (even if sharing land border with India) to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects, as per the updated list of such countries given on website of Ministry of External Affairs.
3. Definitions: For the purpose of this clause:
  - (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in the RFP process.
  - (ii) "Bidder from a country which shares a land border with India" for the purpose of this clause means:-
    - (a) An entity incorporated, established or registered in such a country; or
    - (b) A subsidiary or an entity incorporated, established or registered in such a country; or
    - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - (d) An entity whose beneficial owner is situated in such a country; or
    - (e) An Indian (or other) agent of such an entity; or
    - (f) A natural person who is a citizen of such a country; or
    - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - (iii) The beneficial owner for the purpose of (ii) above will be as under.
    1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
      - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
      - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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shareholding or management rights or shareholders agreement or voting agreement;

2. In case of partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control ownership.
- (iv) An Agent is a person employed to do any act for another, or to preset another in dealings with third person.
4. The Bidder should give the following Undertaking/certificate on its letterhead :
- “I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << name of the firm>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]”
- It may be noted that if such certificate given by the successful Bidder is found to be false, this would be a ground for immediate termination of the contract and for further legal action in accordance with law.
5. The successful bidder shall not be allowed to sub-contract works (if any) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



**APPENDIX-II: Bank Guarantee for Bid Security**

*(Refer Clauses 2.21)*

B.G. No. \*\*\*\*\*

Dated:

1. In consideration of you, Rajasthan State Road Transport Corporation, having its head office at [RSRTC Headoffice, Parivahan Marg, ChomuHouse, Jaipur-302001] (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company / partnership registered under.....) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the selection as "Selection of Operator for supply, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district" (hereinafter referred to as "the Project") pursuant to the RFP Document ("RFP") dated ..... issued in respect of the Project and other related documents including without limitation the Contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we \*\*\*\*\* (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs [●] (Rupees [●] only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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- the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs [●] (Rupees [●] only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as directed by the Authority from time to time, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
  5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
  6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
  7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
  8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
  9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address ] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs [●] (Rupees [●] only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms. ...., its ..... and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

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**APPENDIX-III: Power of Attorney for signing of Bid**

*(Refer Clause 2.1.6)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of ..... and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney(hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Selection of Operator for supply, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district"("**Project**") proposed or being developed by the Rajasthan State Road Transport Corporation (the "**Authority**") in accordance with the terms and conditions of the Request for Proposal ("**RFP**") bearing reference No. \_\_\_\_\_dated \_\_\_\_\_including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms used herein but not defined hereinabove, shall have the meanings as ascribed to the term under the RFP, unless repugnant to the subject, matter or context thereof.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**APPENDIX-IV: Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.1.7)*

Whereas the Rajasthan State Road Transport Corporation (the "**Authority**") has invited bids from prospective bidders for selection of them as "**Selection of Operator for procurement, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district**" (the "**Project**").

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal ("**RFP**") bearing reference No. \_\_\_\_\_ dated \_\_\_\_\_ and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is selected as the Selected Bidder, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

Capitalized terms used herein but not defined hereinabove, shall have the meanings as ascribed to the term under the RFP, unless repugnant to the subject, matter or context thereof.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

*Notes:*

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX V: Format of Joint Bidding Agreement**

*(Instruction - Signed copy to be scanned & uploaded on [https://eproc.rajasthan.gov.in]& original physical copy submitted in sealed envelope; (To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp act. Qualified, the stamp paper to be in the names of the Members of the Consortium))*

THIS JOINT BIDDING AGREEMENT is entered into on this the \_\_\_\_ day of \_\_\_\_ 2020

**AMONGST**

1. \_\_\_\_\_, {a company incorporated under the Companies Act, 1956/ 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual }<sup>3</sup> and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**First Part or Lead Member**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. \_\_\_\_\_, {a company incorporated under the Companies Act, 1956/ 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Second Part / Member**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. \_\_\_\_\_, {a company incorporated under the Companies Act, 1956/ 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Third Part/ Member**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. \_\_\_\_\_, {a company incorporated under the Companies Act, 1956/ 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Fourth Part / Member**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the {FIRST, SECOND, THIRD AND FOURTH}<sup>4</sup> PART are collectively referred to as the "**Parties**" and severally referred to as a "**Party**"

WHEREAS,

---

<sup>3</sup> Parts in curly bracket ({} ) need to be modified as required

<sup>4</sup> Strike out parts not applicable



**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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The Rajasthan State Road Transport Corporation (hereinafter referred to as the "**Authority**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the "**RFP**") for selection of bidders as "Selection of Operator for procurement, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district" ("**Project**").

- A) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- B) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- a) The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall either incorporate a private company or through existing company (the "**Company**") (under the Indian Companies Act, 2013) for entering into the Contract Agreement with the Authority and for performing all its obligations as the Operator in terms of the Contract Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the 'appointed date' under the Contract Agreement when all the obligations of the Company shall become effective;
- b) Party of the Second Part shall be the \_\_\_\_\_ Member of the Consortium;
- c) Party of the Third Part shall be the \_\_\_\_\_ Member of the Consortium;
- d) Party of the Fourth Part shall be the \_\_\_\_\_ Member of the Consortium; and

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the 'financial close' for the Project is achieved under and in accordance with the Contract Agreement.

## **6. Shareholding in the Company**

- a) The Parties agree that the proportion of shareholding among the Parties in the Company shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party :

- b) The Parties undertake that each of the Members, whose experience will be evaluated for the purposes of the RFP for due satisfaction of the requirements of Financial Capacity, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity share capital of the Company and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Company; and (ii) 5% (five per cent) of the total project cost as specified in the Contract Agreement.
- c) The Parties hereby undertake that the Lead Member shall, upon constitution of the Company, subscribe to 26% (twenty-six per cent) or more of the subscribed and paid up equity share capital of the Company at all times during the concession in the Project.
- d) The Parties undertake that Members of the Consortium undertake that they shall collectively hold 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the Company at all times until the second anniversary of the date of commercial operation of the last Rake.
- e) The Parties undertake that they shall comply with all equity lock-in requirements as set forth in the Contract Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
  - ii. violate any applicable law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the 'financial close' of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon notification of the Selected Bidder by the Authority.

## **9. Miscellaneous**

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The courts at Rajasthan shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with this Joint Bidding Agreement.
- c) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

*Notes:*

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

**APPENDIX VI Financial Proposal Format**

(On Letter Head of the Bidder)

To,  
Executive Director (Traffic)  
RSRTC Head office,  
Parivahan Marg,  
Chomu House,  
Jaipur-302001  
Tel. No. 0141-2374644  
E-mail: edt.rsrtc@rajasthan.gov.in

Sub: Selection of Operator for procurement, operation and maintenance of Buses as Stage Carriage Services in rural areas of Rajasthan on Public Private Partnership basis for Jaisalmer district

Being duly authorized to represent and act on behalf of ----- (name of the Bidder) 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 terms and conditions in details of the RFP and the Draft Contract Agreement. I/we undertake to Finance, Procure, Own, Operate and Manage the Rural Buses for Jaisalmer 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 kilometre basis to Rajasthan State Road Transport Corporation (RSRTC), for an Authorization Period of 6 (six) years

District	No. of Required Buses	Premium per km (Rs.)	
		(in Figures)	(in Words)
1	2	3	4

**OR**

Grant that shall be paid to me/us on per kilometre basis by Rajasthan State Road Transport Corporation (RSRTC), for an Authorization Period of 6 (six) years

District	No. of Required Buses	Grant per km (Rs.)	
		(in Figures)	(in Words)
1	2	3	4

**Selection of Operator for procurement, operation and maintenance of buses as Stage Carriage Services in rural areas of Rajasthan on PPP basis for Jaisalmer district**

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Note:

1. The Financial Quote shall only be submitted online. As part of Qualification Proposal, no price should be mentioned by the Bidder.
2. The Financial Quote shall be inclusive of all taxes, GST, duties, costs and charges payable to in relation to the services to be provided by the Selected Bidder under the Contract Agreement
3. The applicable table shall be filled in by the bidder without overwriting and without cutting.
4. The table not applicable shall be struck off by the bidder.

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

I/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)

**APPENDIX VII: Contract Agreement**





**Rajasthan State Road  
TRANSPORT CORPORATION**

॥ शुभास्ते पन्थानः सन्तु ॥ Govt. of Rajasthan undertaking

# **Contract Agreement for Procurement, Operation and Maintenance of Buses as Stage Carriage Services in rural areas of Jaisalmer, Rajasthan on Public Private Partnership Basis**

**Rajasthan State Road Transport Corporation  
(An Undertaking of Government of Rajasthan)**



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**PART I**  
**PRELIMINARY**

**PROCUREMENT, OPERATION AND MAINTENANCE CONTRACT**

THIS CONTRACT is entered into on this {.....} day of....., 20....} at {Name of Place} <sup>1</sup>

**AMONGST**

1. **RAJASHTAN STATE ROAD TRANSPORT CORPORATION (RSRTC)**, constituted by Government of Rajasthan and having its registered office at Parivahan Marg, Chomu House, Jaipur – 302001, Rajasthan, India (hereinafter referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) represented herein by its Chief Manager, \_\_\_\_\_ of the ONE PART;

**AND**

2. **Transport Commissioner, Road, Safety & Transport Department, Government of Rajasthan**, having its registered office at Transport Commissioner, Parivahan Bhawan, Sahkar Marg, Jaipur- 302001, Rajasthan-India (hereinafter referred to as the “**Transport Department**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) represented herein by its representative, \_\_\_\_\_ (“**Road, Safety & Transport Department’s Representative**”) of the SECOND PART

**AND**

3. {\*\*\*\*\* Limited}, a company incorporated under the provisions of the (Indian) Companies Act, 2013 and having its registered office at ..... (hereinafter referred to as the “**Operator**” which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) of the OTHER PART.

Authority and the Operator are hereinafter referred to individually as a **Party** and together as **Parties**.

\_\_\_\_\_

<sup>1</sup> The provisions in curly parenthesis and blank spaces shall be retained in the draft Agreement and shall be suitably modified/ filled after completion of the bid process to reflect the particulars relating to the selected bidder and other post-bid particulars.

**WHEREAS:**

- (A) The Authority, which was established on 1<sup>st</sup> October 1964, is the largest provider of bus transportation services in Rajasthan and aims to provide efficient, adequate, economical, safe and well-coordinated passenger transport service in the state of Rajasthan. The Authority provides its services on both notified routes and non-nationalised routes in the state of Rajasthan. The Authority also extends interstate services to the neighbouring states of Rajasthan, for a coordinated transport service system.
- (B) The Authority has been allotted the Bus Permits (*as defined below*) for the Routes (*as defined below*), under the Motor Vehicles Act as applicable to the state of Rajasthan. In order to provide safe, secure, efficient, reliable and affordable operation of buses in rural areas of Rajasthan, the Authority has decided to establish a network of passenger Buses for providing Bus Service on the Routes within the Bus Service Area (*as defined below*) through private sector participation, in consonance with Motor Vehicles Act.
- (C) In this regard, the Authority seeks to appoint an Operator through a transparent competitive bidding process who shall, *inter alia*, be responsible for procurement of Buses, Operation and Maintenance of Buses and providing Bus Service on the Routes within the Bus Service Area in accordance with the provisions of this Contract.
- (D) The Authority had accordingly invited bids by its Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**Request for Proposal**” or “**RFP**”) for selection of Operator to procure, operate and maintain Buses and providing Bus Services on the Routes within the Bus Service Area.
- (E) After evaluation of the bids received, the Authority has accepted the Bid of the \_\_\_\_\_ {Selected Bidder/Consortium comprising of \_\_\_\_\_ and \_\_\_\_\_ with \_\_\_\_\_, as the “**Lead Member**”} and issued its Letter of Award no..... dated ..... (hereinafter called the “**LOA**”) to the \_\_\_\_\_ {Name of Selected Bidder/Consortium} requiring the [Selected Bidder/Consortium], *inter-alia*, to have a legal entity either existing or new, in the form of a private limited company/firm under the Companies Act, 2013, for the purpose of undertaking the Project and execution of this Contract with the Authority, within 45 (forty-five) days of the date of the LOA.
- (F) {The Selected Bidder/ Consortium} has requested the Authority to accept the Operator as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/ Consortium} under the LOA including the obligation to enter into this Contract pursuant to the LOA for undertaking the Project.
- (G) By its letter dated ....., the Operator has also joined in the said request of the Selected Bidder to the Authority to accept the Operator as the entity which shall

undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Contract pursuant to the LOA. The Operator has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.

- (H) The Authority has agreed to the said request of the Selected Bidder, and the Operator, and has accordingly agreed to enter into this Contract with the Operator for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

The words and expressions beginning with capital letters and defined in this Contract (including those in Article 32) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

#### 1.2. Interpretation

1.2.1. In this Contract, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of the State and laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, partnership (general or limited), limited liability company, joint venture, trust, union, association, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors, executors, administrator, heirs and permitted assigns;
- (d) the table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- (e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- (f) references to “**procurement**” means, unless the context otherwise requires, the Operator making available the Buses during the Contract Period for Operations in accordance with the provisions of this Contract, and “**procure**” shall be construed accordingly;

- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) any reference to “**hour**” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
- (i) any reference to a day shall mean a reference to a calendar day;
- (j) reference to a “**business day**” shall be construed as reference to a day (other than a Sunday) on which banks in Jaipur are generally open for business;
- (k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) any reference to a “**quarter**” shall mean a reference to the period of 3 (three) months commencing from April 1, July 1, October 1, and January 1, as the case may be;
- (m) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Contract;
- (n) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract is not a business day, then the period shall run until the end of the next business day;
- (o) the words importing singular shall include plural and vice versa;
- (p) references to any gender shall include the other and the neutral gender;
- (q) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- (r) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (s) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganization**” of a Party shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such Party is incorporated or any jurisdiction in which such Party carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- (t) save and except as otherwise provided in this Contract, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument,

licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause (t) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

- (u) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;
- (v) the Schedules and Recitals to this Contract form an integral part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract;
- (w) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Contract shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract or of the Schedule in which such reference appears;
- (x) the damages payable by either Party to the other of them, as set forth in this Contract, whether on *per-diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
- (y) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

- 1.2.2. Unless expressly provided otherwise in this Contract, any documentation required to be provided or furnished by the Operator to Authority shall be provided free of cost and in 3 (three) copies, and if Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.
- 1.2.3. This Contract is the result of negotiations between the Parties and has been reviewed by the Parties and their respective counsels. Accordingly, this Contract shall be deemed to be the product of the Parties. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4. Any word or expression used in this Contract shall, unless otherwise defined or construed in this Contract, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.



**1.3. Measurements and arithmetic conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

**1.4. Priority of agreements, clauses and schedules**

1.4.1. This Contract, and all other agreements and documents forming part of or referred to in this Contract are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) this Contract; and
- b) all other agreements and documents forming part hereof or referred to herein,

i.e., the Contract at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2. Subject to the provisions of Article 1.4.1, in case of ambiguities or discrepancies within this Contract, the following shall apply:

- a) between two or more Articles of this Contract, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
- b) between the Articles of this Contract and the Schedules, the Articles shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) between any value written in numerals and that in words, the latter shall prevail.

## **Part II**

### **The Contract**

## ARTICLE 2

### PERFORMANCE SECURITY

#### 2.1. Performance Security

2.1.1. The Operator shall, for the due and faithful performance of its obligations hereunder during the Contract Period, provide to the Authority, within 03 (three) days before the Execution Date of this Contract, an irrevocable and unconditional bank guarantee from a Bank for a sum equivalent to Rs. 15,00,000 (Rupees fifteen lakh only) in the form set forth in Schedule I (the “**Performance Security**”)<sup>2</sup>. Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator. Notwithstanding anything to the contrary contained in this Contract, in the event, the Operator fails to provide the requisite Performance Security as specified above, the Authority may forfeit the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Operator under or arising out of this Contract shall be deemed to have been waived by, and this Contract shall be deemed to have been terminated by mutual agreement of the Parties.

2.1.2. The Operator shall keep and maintain the Performance Security valid and in full force and effect at all times during the Contract Period and for a period of 180 (one hundred and eighty) days beyond the Expiry Date (“**Performance Security Period**”), for such sums as specified in the Article 2.1.1 above.

In the event the Operator fails to maintain the Performance Security, in accordance with this Article 2.1.2, the Authority shall have the right to forfeit and appropriate the Performance Security. Failure of the Operator to maintain the Performance Security in full force and effect for the period as stipulated under Article 2.1.2 above, shall constitute Operator Event of Default in terms of Article 22;

2.1.3. Upon the Operator having provided fresh bank guarantee towards Performance Security of the amount set forth in Article 2.1.1 above, the previous bank guarantee of the Operator shall be returned back by the Authority.

#### 2.2. Appropriation of Performance Security

Upon occurrence of an Operator’s Event of Default including failure to pay any amounts payable to Authority and/or Damages levied by the Authority in terms of this Contract or failure to meet any Conditions Precedent, the Authority shall, without

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<sup>2</sup> 2.5% (or as per prevailing RTPP rules) of the Estimated Capital Cost

prejudice to its other rights and remedies hereunder or in law, be entitled to forfeit and appropriate the relevant amounts from the Performance Security as Damages for such Operator's Event of Default or failure to meet any Condition Precedent, as the case may be. Upon such forfeit and appropriation from the Performance Security, the Operator shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security, as the case maybe, provide a fresh Performance Security, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which, the Authority shall be entitled to terminate this Contract in accordance with Article 22 of this Contract. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Operator shall be entitled to an additional Cure Period in accordance with Article 22.1 for remedying the Operator Event of Default or satisfying the Condition(s) Precedent, and in the event of the Operator not curing its default within such Cure Period or not meeting the Conditions Precedent, the Authority shall be entitled to forfeit and appropriate such Performance Security as Damages, and to terminate this Contract in accordance with Article 22.

### **2.3. Release of Performance Security**

On Termination of this Contract due to Authority's Event of Default, the Performance Security shall be returned within 180 (one hundred and eighty) days, after the Termination Date, to the Operator without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues payable by the Operator to the Authority, under the terms of this Contract. Similarly, the Performance Security shall be returned to the Operator after expiry of the Performance Security Period; provided, however, that the Performance Security shall not be released if the Operator is in breach of this Contract. Upon request made by the Operator for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Article 2.3, the Authority shall release the Performance Security forthwith.

## ARTICLE 3

### SCOPE OF PROJECT

#### 3.1. Scope of Project

- 3.1.1. The scope of the project (the “**Scope of the Project**”) shall mean and include, during the Contract Period, the following:
- (a) procuring and making available new buses in accordance with the Bus Standards and Specifications set forth in Schedule II (the “**Buses**”) in accordance with the provisions of this Contract, Applicable Laws, applicable clearances & approvals and Good Industry Practice;
  - (b) provide Bus Service on the Routes within the Bus Service Area as specified in this Contract;
  - (c) operate the Buses in compliance with frequency and schedule specified in Fleet Deployment Plan, which may be amended or updated by the Authority from time to time;

## ARTICLE 4

### AWARD OF AGREEMENT

#### 4.1. Contract

- 4.1.1. Subject to and in accordance with the provisions of this Contract, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts the concession set forth in this Contract and agrees to undertake the Project, in accordance with the terms of this Contract subject to the Applicable Laws, applicable clearances & approvals and Good Industry Practice.
- 4.1.2. Subject to and in accordance with the provisions of this Contract, the Contract hereby granted shall require, oblige or entitle (as the case may be) the Operator to:
- (a) perform and fulfil all of Operator's obligations under and in accordance with this Contract;
  - (b) operate and maintain the Project Facilities either by itself or through such person as may be selected by it;
  - (c) demand, collect and appropriate Passenger Fare from the Passengers availing the Bus Service or any part thereof and refuse entry of any Passenger if the Passenger Fare due is not paid;
  - (d) bear all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Operator under this Contract;
- 4.1.3. The Operator shall neither assign, transfer or sub-let or create any lien or Encumbrance on this Contract and/or the Buses, save and except as expressly permitted by this Contract.

#### 4.2. Contract Period

- 4.2.1. This Contract shall come into effect on the Effective Date hereof, and shall cease on the Expiry Date or the Termination Date, as the case may be, unless extended in accordance with the provision of this Contract. ("**Contract Period**")

#### 4.3. Non-Exclusive Contract

- 4.3.1. The Authority shall procure that till two years from the Commercial Operation Date ("**Exclusivity Period**"), the Operator shall have an exclusive right to operate the Buses on the Routes and shall ensure that no person is authorised to provide bus services which originate from the origin Bus Stand for the same destination Bus Stand either 1 (one) Hour prior and half an hour post the departure of such Buses on the respective Routes forming part of Fleet Deployment Plan accordance with Article 13.4. For the avoidance of doubt, it is clarified that if the Trip on a Route granted to the Operator from the originating Bus Stand is at 10:00 hours, then no new similar Bus Service shall commence its journey from originating Bus Stand between 09:01

hours to 10:30 hours to destination Bus Stand on the same Route. The Parties hereby expressly acknowledge and agree that: (a) the restriction herein shall not apply if the average occupancy of the Buses in any 6 (six) consecutive months exceeds 80% (eighty percent) of the designed capacity of the relevant Buses, as specified by the Bus Manufacturers; and (b) from the date of expiry of the Exclusivity Period, the Authority or any Government Instrumentality shall have the right to operate its own buses or nominate any agency to operate buses on Routes or give to any Third Party, the right to operate buses on the Routes, through competitive bidding and the Operator shall have the right to participate in such competitive bidding.

## ARTICLE 5

### CONDITION PRECEDENT

#### 5.1. Condition Precedent

Save and except as expressly provided in Articles 8,9, 20, 22, 24, 26, 27, 28, 29, 30, 31 and 32, the respective rights and obligations of the Parties under this Contract shall be subject to the satisfaction in full of the condition's precedent specified in this Article 5 (the “**Conditions Precedent**”). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Articles 5.1.1 and 5.1.2, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 5.1.

##### 5.1.1. Authority's Condition Precedent

The Authority shall fulfil the following Conditions Precedent within a period no later than 45 (forty-five) days from the Execution Date:

- (a) specify the colour scheme, graphic design/Authority logo and/or name depiction etc. for the Buses within 20 (twenty) days from the Execution Date;
- (b) specify the uniform to be worn by the Driver and Conductors of the Buses within 20 (twenty) days from the Execution Date;
- (c) specify the hand-held electronic ticket vending machines and the agency from which Operator shall procure such hand-held electronic ticket vending machines, within 30 (thirty) days from the Execution Date;
- (d) notify the Route wise Passenger Fare for the Routes;
- (e) grant all applicable clearances, approvals required from the Authority to complete the Bus Services under this Contract satisfactorily within 15 (fifteen) days from the date of application made by the Operator for such applicable clearances, approvals, subject to the condition that the Operator meets all the conditions needed to obtain these applicable clearances, approvals; and
- (f) procurement of Bus Permits.

Provided that upon request in writing by the Authority, the Operator may, in its discretion, grant extension of time, not exceeding 60 (sixty) days, for fulfilment of the Conditions Precedent set forth in this Article 5.1.1.

##### 5.1.2. Operator's Condition Precedent

The following Conditions Precedent required to be satisfied by the Operator within a period no later than 60 (sixty) days from the Execution Date:

- (a) procure Buses as prescribed under Schedule II of this Contract;



- (b) paint the Buses procured for the Project, as per the colour scheme and graphic design/ Authority logo and/or name depiction etc. as specified by under Schedule II of this Contract;
- (c) procure from the agency specified by the Authority, the hand-held electronic ticket vending machine to be used by the Bus Conductors for issuing tickets to Passengers, as prescribed by the Authority. The Operator has to ensure that coding/programming of the ticket vending machines referred above are as per the Passenger Fares structure notified by the Authority for the Routes and Bus Stands and Stops;
- (d) obtain all applicable clearances & approvals, at its cost and expense, required for rendering the Bus Services;
- (e) complete the registration of Buses in accordance with Applicable Laws;
- (f) procure comprehensive insurance, as prescribed under this Contract, for the Buses being used for the Project;
- (g) make payment of all applicable Taxes to the relevant Governmental Authorities under Applicable Laws, including payment of taxes under the Motor Vehicles Act to RTA;
- (h) reimburse the Bus Permit Fee incurred by the Authority. The Authority shall provide the Operator details of the Bus Permit Fee incurred by it which are required to be reimbursed by the Operator to the Authority.
- (i) submit the Safety Management Plans to the Authority.

5.1.3. Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated or such longer period as may be mutually decided between the Parties without payment of Damages as stipulated in Article 5.2 and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the relevant Conditions Precedent for which that Party is responsible.

5.1.4. The Parties shall notify each other in writing at least once every week on the progress made in satisfying the respective Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

## **5.2. Damages for delay or non-fulfilment of Conditions Precedent**

5.2.1. In the event that: (i) any Party does not procure fulfilment or waiver of the any or all Condition Precedent set forth in Article 5.1 within the period specified in respect thereof; and (ii) the delay has not occurred as a result of breach of this Contract by the other Party or due to Force Majeure, the defaulting Party shall pay to the other Party Damages of an amount calculated at the rate of Rs. 5000 (five thousand) for each day's delay on the entire Bus Fleet till the fulfilment of such Conditions Precedent, subject to the maximum amount of damages limited to the amount of Performance Security.

- 5.2.2. Without prejudice to the provisions of Article 5.2.1, and subject to the provisions of Article 2.2, the Parties expressly agree that in the event the Effective Date does not occur, for any reason whatsoever, within
- 5.2.3. 150 (one hundred and fifty) days from the Execution Date or within any further extended period mutually agreed between the Parties, then, except as otherwise provided in this Agreement, all rights, privileges, claims and entitlements of the Operator under or arising out of this Contract shall be deemed to have been waived by the Parties, and the Contract shall be deemed to have been terminated by mutual agreement of the Parties.

Provided, however, that in the event the delay in occurrence of the Effective Date is for reasons attributable to the Operator, the Performance Security of the Operator shall be forfeited and appropriated by the Authority as Damages thereof, upon termination of the Contract.

**5.3. Effective Date**

The date on which all the Conditions Precedent specified in Article 5.1 are satisfied or waived, as the case may be, shall be considered as the “**Effective Date**” for the purposes of this Contract.

## ARTICLE 6

### OBLIGATIONS OF THE OPERATOR

#### 6.1. Obligations of the Operator

Subject to and on the terms and conditions of this Contract, the Operator shall, at its own cost and expense, observe, fulfil, comply with and perform all its obligations set out in this Contract or arising hereunder including the following obligations:

##### 6.1.1. Procurement, operation and maintenance of Buses:

The Operator shall:

- (a) procure the new Buses for providing Bus Service in accordance with the terms contained in this Contract;
- (b) obtain and maintain throughout the Operation Period, at its own cost, all applicable clearances & approvals required for undertaking the Project and operation of the Buses including but not limited to Certificate of Registration, Certificate of Fitness from the concerned Road Transport Authority (RTA) having jurisdiction over the Project ;
- (c) make payment of all applicable Taxes in relation to the Project, as required under Applicable Laws;
- (d) ply Buses on Routes at frequencies and Trip Schedule as specified in Fleet Deployment Plan, as provided in Schedule IV. The Operator hereby agrees and acknowledges that it has no right whatsoever to provide Bus Services in any routes other than the Routes specified in this Contract:  
  
Provided however that, the Operator has right to interchange the Buses from one Route to another Route, as provided in Schedule IV of this Contract;
- (e) operate and maintain the Buses as per Good Industry Practices and standards specified by the Bus Manufacturer including the service levels prescribed by the Authority;
- (f) maintain GPS and other accessories on the Buses for the smooth operation and store the GPS data for minimum period of 2 (two) years in digital & physical form, and ensure the seamless transfer of data/information to Authority, as and when requested by the Authority.
- (g) support, cooperate and facilitate monitoring of the Project by the Authority;
- (h) in an event of an accident involving one of the Buses, Operator shall co-ordinate with the relevant medical authorities, police, etc. to ensure timely medical help and treatment for the injured Passengers and expeditious removal of the damaged Bus from the site of accident;

- (i) procure, operate and maintain throughout the Operation Period, hand-held electronic ticket vending machine as per the specifications provided under this Contract;
- (j) collect Passenger Fare as per Schedule V notified by the Authority, and ensure that an accurate and complete record of the tickets issued and the amount of Passenger Fare collected is maintained for each Bus separately and provide data in relation to the Passenger Fare collected by it, to the Authority, as Article 13.6.10 of this Contract;
- (k) not collect any Passenger Fare or collect partial Passenger Fare from the Passengers entitled to travel on concession basis as per notification issued by the Authority in the format set out in Schedule V setting out various categories of Passenger Fare, and which shall be updated from time to time by the Authority;
- (l) deboard the Passengers who are commuting without valid ticket in accordance with the Schedule V of this Contract;
- (m) allow access to Buses to all Passengers without any prejudice or discrimination;
- (n) ensure cleanliness both inside and outside the Buses at the time of reporting for the first shift of operations of the Bus Service for the day;
- (o) ensure safety and security of the Passengers using the Buses. The Operator shall be liable to pay Damages as prescribed under this Contract, for any breach in the safety norms prescribed under Schedule VII, Applicable Laws and as specified by the Authority from time to time;
- (p) ensure safety and security of the Buses against theft or other forms of damage;
- (q) make timely payment all monies due and payable including but not limited to Damages to the Authority as per terms of this Contract;
- (r) permit the Authority or its nominated Agency to display of advertisements on the Buses, in accordance with Article 13.9 of this Contract;
- (s) ensure that every Bus halts to allow Passenger(s) to get off/ board the Bus, at the designated Bus Stops as per the Fleet Deployment Plan;
- (t) provide and maintain (and keep up to date) first aid box and fire extinguisher in each Bus at all times during the Contract Period. The Operator shall follow the safety management requirements in accordance with Schedule VII.
- (u) ensure at its own cost and expense and keep available at all times, any and all equipment, fuel, consumables, machines and/or materials that are required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of the Project. It is clarified that all

the costs in respect of such equipment, material and consumables shall be solely borne by the Operator;

- (v) make arrangement to co-ordinate with the concerned public agency(ies) for attending to road calls on-line, towing of Bus(es) under breakdown, if required, clearance of roads etc. without causing disruption of traffic, and accommodating stranded passengers on the next available Bus or providing stand-by Bus(es) to ferry passengers within a period of 1 (one) hour from such break-down;
- (w) ensure that there is minimal disruption due to Bus causing any obstruction to movement of other road users, by shifting Bus to a place where it no longer causes an obstruction within a reasonable time;
- (x) not tamper or interfere with any equipment, instrument or system including the GPS installed in the Buses to enable provision of safer Bus Service to the Passengers and effective monitoring of the Bus Service by the Authority;
- (y) procuring and maintaining the sufficient insurance for the Buses, including Passenger Insurance for the approved Passenger Capacity of the vehicle by RTA, in accordance with Article 18 of this Contract;
- (z) make payment of all applicable Taxes payable in relation to performance of its obligations under this Contract, throughout the Contract Period;
- (aa) be liable for arranging and bearing the costs of recruitment and training of staff and qualified personnel required in relation to the Project;
- (bb) be liable, at its cost, for compliance with all national, state and/ or local labour laws, etc. including compliance with the safety and welfare measures for labour in accordance with the Applicable Law and Good Industry Practice;
- (cc) ensure that its contractor and sub-contractors also comply with the safety and welfare measures for labour in accordance with the Applicable Law and Good Industry Practice;
- (dd) Upon direction of the Authority with at least 5 (five) days prior written notice based on the decision/consensus made by the Route Committee, increase frequency of Buses or amend the routes as specified in the Fleet Deployment Plan, as may be required to meet increased Passenger movement on festival days/special occasions etc.;
- (ee) transport goods & carriage of Passengers availing the Bus Service, at the notified rates of Authority:

Provided however that, the Operator shall be prohibited, throughout the Contract Period, from using the Buses to undertake transportation of commercial goods & carriages. In case of violation of this sub-clause (ee) by

the Operator, the Authority shall be entitled to levy the Damages set forth in Article 16.3.

- (ff) obtain and maintain the pollution control certificate from the relevant authorities for all the Buses throughout the Contract Period.
- (gg) display the Bus Route information on specified location on the Bus, in a specified nature and format as may be notified by the Authority;
- (hh) make payment of any fines, penalty, fee etc. imposed by any Government Instrumentality in relation to performance of obligations of the Operator under this Agreement;
- (ii) ensure security of the Buses which are parked by the Operator at parking spaces identified by the Operator, during non-operational hours;
- (jj) {pay Premium to the Authority on a monthly basis, in accordance with Article 16 of this Contract.}
- (kk) deploy sufficient number of Drivers and Conductors to operate the Buses as per Fleet Deployment Plan;
- (ll) collect Passenger Fare from every passenger and ensure verification of the travel document of the Passengers, travelling in the Bus, as specified in this Contract;
- (mm) operate and maintain the Buses as per Good Industry Practices, the standards prescribed by Bus Manufacturer;
- (nn) ensure that the Buses are fit for provision of the Bus Service including internal and external cleaning, washing, fuelling, daily repairs and technical inspection;
- (oo) park the Buses at its own cost and expense at parking spaces identified by the Operator. The Parties hereby agree that the Authority shall not, in any event, be responsible for security of the Buses parked at the parking spaces identified by the Operator;
- (pp) supply and maintain adequate consumables as required for regular upkeep of Buses;
- (qq) provide access to GPS data of Buses and other data equipment and assist to operationalise the Control Centre including storing the data in physical and digital form for a minimum period of 2 (two) years;
- (rr) provide training to the Drivers, Conductors and other staff involved in operation and maintenance of the Buses and in provision of the Bus Service as per this Contract and the norms specified by the Authority from time to time, and maintain a staff-wise log of all training undertaken by the Operator, in

accordance with the format provided by the Authority in Schedule III of this Contract;

- (ss) observe the highest standard of safety for the Buses, and the passengers during the operations and maintenance including the Operator's own staff;
- (tt) maintain a detailed daily log of the performance of each Bus, in the format specified in Schedule IX of this Contract;
- (uu) redress passenger complaints and issues, and submit the monthly report to the Authority at the end of each month;
- (vv) procure all applicable clearances & approvals, as required in accordance with this Contract;
- (ww) ensure Assured Fleet Availability to deploy the Buses as per Fleet Deployment Plan in accordance with this Contract;
- (xx) submit to Authority, monthly reports no later than 5 (five) days from the last day of the month in format specified in Schedule X of this Contract;
- (yy) any other obligations hereinbefore provided in the Contract;
- (zz) undertake the Project in accordance with the provisions of this Contract;
- (aaa) performance and fulfilment of all other obligations of the Operator in accordance with the provisions of this Contract and matters incidental thereto or necessary for the undertaking the Project; and
- (bbb) Reimburse Bus Permit Fee to the Authority.

6.1.2. Not used.

6.1.3. Co-operation with the Authority

The Operator shall:

- (a) cooperate with the Authority and/or any Third Party appointed by Authority or Government Instrumentality for the purpose of establishing or operating any equipment, instruments or systems in the Buses;
- (b) make adequate communication arrangements for effective, efficient and timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities, persons, and/or officials in accordance with Article 15.2;
- (c) cooperate with the Authority and/or any Third Party appointed by the Authority;
- (d) cooperate with the Authority, its personnel, and authorized contractors and provide the Authority, its personnel, and authorized contractors, complete access to the records of the Passenger Fare maintained by the Operator in accordance with this Contract and not in any manner obstruct the Authority,

its personnel, or contractors in carrying out their duty in accordance with this Contract;

- (e) cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to standards and specifications pertaining to the Project set out in Schedule II this Contract;
- (f) maintain log books, Bus wise, and make proper entries related to all maintenance works/ activities pertaining to each Bus undertaken on regular basis in accordance with Article 6.1.5. The Authority shall be free to inspect logbooks at all times during working hours and the Operator shall make log books available to the Authority or its representative on a monthly basis and answer all queries of the Authority in relation to operation of the Buses, to the satisfaction of the Authority;
- (g) respond to all notices/ letters/ communications received from the Authority within the time frame stipulated by the Authority;
- (h) abide by all directions issued and/ or answer all queries raised by any Government Instrumentalities concerning the Project; and
- (i) provide all information, data, records, documents or information as may be required by the Authority, from time to time; and participate in all the meetings, discussions as directed by the Authority from time to time.

**6.1.4. Compliance with the terms of the warranty and Good Industry Practice**

The Operator shall:

- (a) comply with all terms of warranty and instructions that are provided as a part of the purchase order of each Bus;
- (b) undertake all preventive and corrective maintenance in compliance with the terms of the warranty as provided by the Bus Manufacturer and in accordance with Good Industry Practice;
- (c) carry out maintenance/servicing of the Buses at such intervals as specified in the operation and maintenance manual issued by the Bus Manufacturer, Good Industry Practice, and the standards notified by the Authority to the Operator from time to time; and
- (d) comply and abide with all the instructions specified in the operation, maintenance and safety instructions/manual provided by the Bus Manufacturer and as specified in Schedule II of this Contract, at all times during the Contract Period.

**6.1.5. Record and Reporting requirements**

The Operator shall:



- (a) maintain & record all preventive maintenance related activities of the Buses in a log book duly authenticated by the O&M Operator (“**Maintenance Logbook**”). Operator shall submit the Maintenance Logbook to the Authority or the Authority’s Representative for inspection as and when demanded as specified in Schedule XI;
- (b) submit to the Authority in a format as specified in this Contract:
  - (i) a monthly report which shall include the status of all risks and issues related to safe and satisfactory operation of the Buses, and any other information as and when demanded by the Authority;
  - (ii) the operation and maintenance manuals provided by the Bus Manufacturers, key support contact details for Bus Manufacturers and third-party suppliers and any other commercial information notified by the Authority from time to time, at the end of every quarter and as and when demanded by the Authority;
  - (iii) details of the aggregate amount of Passenger and tickets issued to the Passengers in each Bus plying on each Route, on a monthly basis;
  - (iv) compliance of the Buses with: (a) to the conditions specified in the Certificate of Fitness; (b) the specifications and standards set out in Schedule II of this Contract; and (c) compliance with operation and maintenance manuals issued by the Bus Manufacturer;
  - (v) report on an immediate basis any incidents requiring urgent attention of the Authority such as accidents, theft, etc.; and
  - (vi) maintain and submit a summary of all the complaints made by the Passengers, on a monthly basis to the Authority.

**6.1.6. Inspection**

- (a) The Operator shall make available the Buses to the Authority or its authorised personnel for inspection as and when required/instructed by the Authority for assessment, to ensure compliance with: (a) the specifications and standards set out in Schedule II of this Contract; and (b) compliance with operation and maintenance manuals issued by the Bus Manufacturer;
- (b) Upon such inspections, the Authority or the Authority’s Representative shall make a report of such inspection (the “**Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and specifications and standards specified in Schedule II of this Contract. Any defects and deficiencies set out in the Inspection Report shall be rectified or remedied by the Operator at its own cost within 15 (fifteen) days or within such reasonable time period as specified by the Authority. In the event the Operator fails to comply with the specifications

and standards set out in Schedule II of this Contract or rectify the defects and deficiencies of the Inspection Report within the time period stipulated herein, then, it shall be deemed to be in breach of this Contract and the Authority shall be entitled to recover Damages computed at the rate of INR 5,000 per day, to be calculated and paid for each day of delay until the breach is cured.

- (c) If the Authority, at its sole discretion, determines that the Operator continues to be in material breach of its obligations under this Agreement, particularly the maintenance requirements set out in this Contract, and such breach is causing material hardship to the Passengers or undue interference with the Bus Service and KPIs specified in Article 16.3 below, the Authority may, without prejudice to any of its rights and remedies under this Contract, including its right to levy Damages on the Operator under Article 6.1.6 of this Contract, terminate this Contract for Operator Event of Default.

#### **6.1.7. Repair and Replacement**

In case the Operator replaces or installs any equipment or accessory in any of the Buses, it shall ensure, at its own cost and risk, that such additional equipment or accessory is compatible with the existing components, parts, software, accessories, or equipment of the relevant Bus and complies with the standards and specification of Buses specified in Schedule II of the Contract

#### **6.2. Obligations relating to Project Agreements**

- 6.2.1. It is expressly agreed that the Operator shall, at all times, be responsible and liable for all its obligations under this Contract notwithstanding anything contained in the Project Agreements or any other contract, and no default under any Project Agreement or contract shall excuse the Operator from its obligations or liability hereunder.
- 6.2.2. The Operator shall submit to the Authority the drafts of all Project Agreements or any subsequent amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreements or amendment thereto, the Operator shall submit to the Authority a true copy thereof, duly attested by a Director of the Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Contract. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Operator of its obligations and liabilities under this Contract in any manner nor shall the Authority be liable for the same in any manner whatsoever.

**6.3. Obligations relating to Change in Ownership**

6.3.1. The Operator shall not undertake or permit any Change in Ownership within 03 (three) years from COD. Upon expiry of 03 (three) years from COD, the Operator shall be entitled to undertake Change in Ownership, only with prior written approval of the Authority.

6.3.2. Notwithstanding anything to the contrary contained in this Contract, the Operator agrees and acknowledges that:

- (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Operator, or
- (b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him,

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator from any liability or obligation under this Contract.

For the purpose of this Article 6.3.2:

- a. the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Operator;
- b. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Operator; and
- c. power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies

(whether situate in India or abroad) the Equity of the Operator, not less than half of the directors on the Board of Directors of the Operator or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Operator shall constitute acquisition of control directly or indirectly of the Board of Directors of the Operator.

**6.4. Obligations relating to employment of staff**

- 6.4.1. The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times properly trained and possess the requisite skills and qualifications as per Good Industry Practice for undertaking their respective functions.
- 6.4.2. The Operator shall appoint such persons as Drivers who fulfil the following requirements:
- a. The Driver is a holder of a valid driving license in accordance with the Motor Vehicle Act, 1988, for the last 5 (five) years immediately preceding the date on which such Driver is appointed by the Operator for rendering Bus Services as set out in this Contract; (the Operator to submit copies of the licenses of all such Drivers appointed by it to the Authority for its record);
  - b. The Driver possesses minimum twelve standard qualifications and public service vehicle (PSV) badge, as prescribed under the Applicable Law;
  - c. The Driver possesses minimum 5 (five) years' experience of driving heavy transport vehicles in India;
  - d. The Driver has not been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle by any Governmental Instrumentality;
  - e. The Driver does not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the 5 (five) years immediately preceding Effective Date;
  - f. The Driver meets all requirements specified for drivers under the Motor Vehicle Rules.
- 6.4.3. The Operator prior to engaging any Driver for operation of the Buses under this Contract, must ensure that each such Driver receives a combination of classroom instruction and behind-the-wheel instructions as specified in Article 13.12, sufficient to enable each Driver to operate the Bus in a safe and efficient manner in accordance with this Contract.
- 6.4.4. The Operator shall ensure that each Driver receives refresher training course from time to time during the Contract Period as specified in Article 13.10.

- 6.4.5. The Operator shall appoint appropriate persons as Conductors as required under Applicable Law.
- 6.4.6. The Authority may require the Operator to immediately remove any staff member/ personnel employed/engaged by the Operator for the purpose of the Project, subject to provision of reasonable evidence, who in the opinion of the Authority:
- a. persists in any misconduct;
  - b. is incompetent or negligent in the performance of his duties;
  - c. fails to conform with any provisions of this Contract, or
  - d. persists in any conduct which is prejudicial to the safety and security of the Passengers and general public.
- 6.4.7. The Operator shall be solely and exclusively responsible for all Drivers, Conductors, employees, workmen, personnel and staff employed for the purposes of implementing the Project (“**Project Personnel**”). The Operator shall ensure that all Project Personnel are under its continued supervision so as to provide Bus Service in a safe and efficient manner to the Passengers:
- Provided however that, the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such Project Personnel at any point of time during the Contract Period or thereafter; the Operator undertakes to keep the Authority indemnified in this regard for any claim for payment raised by such Project Personnel.
- 6.4.8. The Operator shall ensure that all Project Personnel wear uniform as approved by the Authority and are always well behaved and courteous with Passengers and officials of the Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms are worn by the Project Personnel engaged by the Operator at all times when they are on duty or doing any act in relation to the Project under this Contract.
- 6.4.9. The Operator shall be responsible for all the costs and expenses for employment/engagement of Project Personnel including but not limited to expenses for travel, training of such Project Personnel, and for payment to vendors engaged by the Operator in connection with the Project.
- 6.4.10. The Operator shall make efforts to maintain harmony and good industrial relations among the Project Personnel while performing of its obligations by the Project Personnel in relation to the Project.
- 6.4.11. The Operator shall be responsible for employing/engaging any and all Project Personnel, and as such the Operator shall be exclusively responsible for exercising supervision and control over such Project Personnel. For all intents and purposes under this Contract, the Operator shall be considered the principal employer of the

Project Personnel under Applicable Laws. Nothing in this Contract shall be construed to create any contractual or other relationship between the Authority and any Project Personnel, nor any obligation on the part of the Authority to pay or ensure payment of any monies due to and/or from any such Project Personnel. The Authority shall at no point of time be concerned in any manner whatsoever with the Project Personnel and shall not have any liability or responsibility towards such Project Personnel. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any applicable labour laws with respect to the Project Personnel engaged by the Operator.

## **ARTICLE 7**

### **OBLIGATIONS OF THE AUTHORITY**

#### **7.1. Obligations of the Authority**

In addition to the various obligations, terms and conditions as specified elsewhere in this Contract, Authority shall:

- 7.1.1. obtain at its own cost Bus Permit from the relevant RTA for the Routes.
- 7.1.2. nominate a depot as Control Centre, and set up & equip it in accordance with the requirements for supervising the Project and thereafter operate and maintain the Control Centre.
- 7.1.3. monitor complaints, grievances of the Passengers, in relation to the Bus Service being undertaken by the Operator under this Contract.
- 7.1.4. provide to the Operator the right to access the Bus Stand and Bus Stop for provisioning of Bus Service in accordance with the terms of this Contract.
- 7.1.5. handover the Bus Permit to the Operator.
- 7.1.6. conduct regular inspections of Buses and the Project during the Contract Period to determine whether the Operator is providing Bus Service in accordance with the provisions of this Contract.
- 7.1.7. regulate and oversee the management, planning and control activities of the Operator with respect to the Routes.
- 7.1.8. Deleted.
- 7.1.9. appoint one or more officers of suitable seniority in rank and tenure to act as Authority's Representative, who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project.
- 7.1.10. reimburse the difference between the actual Passenger Fare and concessional Passenger Fare to the Operator after receipt of payment from Government of Rajasthan on the basis of the documentary evidence at the end of each month; and
- 7.1.11. no objection certificate from State Transport Department or RTA or from State Transport Undertaking as applicable; and
- 7.1.12. make timely payment of Grant to the Operator after receipt of funds from Government of Rajasthan in accordance with the terms of this Contract.

#### **7.2. Rights of the Authority**

In addition to the other rights as specified elsewhere in this Contract, the Authority shall:

- 7.2.1. have the right to levy Damages and/ or KPI Damages as provided in this Contract and in the event the Operator fails to make payments of such Penalty within 7 (seven) days of receipt of written notification from the Authority in this regard, the Authority shall have the right to deduct the amount in question from the Grant payable to the Operator or forfeit the Performance Security of the Operator for the equivalent amount.
- 7.2.2. have the right to issue operating instructions or any other advisory instruction/s as deemed necessary to maintain highest standards of Bus Service including safety, functionality and operationality of the Bus Service.
- 7.2.3. monitor and supervise the functioning of the Operator by analysing data generated by the GPS, tickets issued & Passenger Fare collected and data provided by the Operator and maintain proper records and reports for implementation of the Project. Authority may share data with the Operator, if requested by the Operator.
- 7.2.4. monitor complaints, public grievances in relation to the Bus Service being undertaken by the Operator under this Contract.
- 7.2.5. conduct regular inspections of Buses and the Project at any time during the Contract Period to determine whether the Operator is providing Bus Service in accordance with the provisions of this Contract.
- 7.2.6. be entitled to display the advertisements on the Buses by itself or provides third parties the license to use advertising spaces on Buses display of advertisement and collect the proceeds from such third parties for such license.

### **7.3. Modification in Routes**

- 7.3.1. A Route Committee shall be formed to authorise any modification/alteration of any Route specified in the Fleet Deployment Plan for a period exceeding 10 (ten) days, on account of any unforeseen event, Force Majeure event, or at the request of the Operator or the Authority (as the case may be). The composition of the Route Committee shall be as follows:
  - a) Authority's Representative;
  - b) 1 (one) representative nominated by the Road, Safety & Transport Department, Government of Rajasthan; and
  - c) 1 (one) representative nominated by the Operator.
- 7.3.2. The Route Committee shall be authorized to modify any Route up to 10% of original length of the Route. The Route Committee shall be entitled to modify/alter any Route up to a maximum of twice in a year.
- 7.3.3. The Authority shall, within 15 (fifteen) days of notification of the decision of the Route Committee regarding alteration/modification of the Route, notify the revised Route Length to the Operator ("**Revised Route Notification**"), and the relevant revised Route Length will be considered from the date of Revised Route Notification to calculate the Grant/Premium payable for that particular Route. For the avoidance



of the doubt, the Route Committee shall not have the authority to alter/modify the Unit Premium OR Unit Grant.

- 7.3.4. All decisions of the Route Committee shall be passed unanimously by the members of the Route Committee. The decision of the Route Committee shall be binding on the Parties.

**7.4. Obligation of Road, Safety & Transport Department's Representative**

In addition to the various obligations, terms and conditions as specified elsewhere in this Contract, Road, Safety & Transport Department's Representative shall:

- 7.4.1. facilitate the Authority with procurement of the Bus Permit for the Routes.
- 7.4.2. facilitate the Authority and Operator with procurement of the permissions, approvals required for the commencement of the Bus Services.
- 7.4.3. facilitate the Authority to get timely disbursement of funds from the Government of Rajasthan to make payments as specified in this Contract to the Operator, within the time period prescribed under this Contract.

## ARTICLE 8

### REPRESENTATION AND WARRANTIES

#### 8.1. Representation and Warranties of the Operator

8.1.1. The Operator represents and warrants to the Authority that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- (c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Contract;
- (d) this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, the State Government of Rajasthan and local laws of the Jaisalmer, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Contract or matters arising there under including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;
- (g) the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of Operator's constitution documents {or those of any member of the Consortium} or any Applicable Laws or any covenant, agreement, contract, arrangement, 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;
- (h) there are no actions, suits, proceedings, or investigations pending or, to 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 this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect

on the Operator's ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract;

- (j) it has complied with Applicable Laws in all material respects and has not been subject to any penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Contract;
- (k) it shall permit Change in Ownership only in accordance with the provisions of Article 6.3 and that the {existing promoter(s)}, together with {its/their} Associates, hold not less than 51% (fifty one per cent) of its issued and paid-up Equity in the Operator as on the date of this Contract and shall continue to hold at least 51% (fifty one per cent) of its issued and paid- up Equity of the Operator, for a period of 3 (three) years from COD, and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of short-listing in response to the Request for Proposal shall hold less than 26% (twenty six per cent) of such Equity for a period of 03 (three) years from COD;
- (l) [name of the Selected Bidder] has/ have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Contract;
- (m) {name of the Selected Bidder} is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Contract with the Operator pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Contract;
- (n) no representation or warranty by the Operator contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to applicable clearances & approvals contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (o) no sums, in cash or kind, have been paid or will be paid, by the Operator or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or entering into this Contract or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and
- (p) neither it nor [Selected Bidder/Members of the Consortium] have intentionally withheld from the Authority, any material information or material document, whose nondisclosure would have a Material Adverse Effect or would have

adversely affected the evaluation or acceptance of the Bid submitted by {name of the Selected Bidder}.

## **8.2. Representation and Warranties of the Authority**

8.2.1. The Authority represents and warrants to the Operator that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Contract;
- (c) it has the financial standing and capacity to perform its obligations under this Contract subject to availability of funds from the Government of Rajasthan;
- (d) this Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) there are no actions, suits, or proceedings pending or, to the Authority'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 default or breach of this Contract of which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under the Contract;
- (f) it has complied with Applicable Laws in all material respects;
- (g) all information provided by the Authority in the RFP in connection with the project is to the best of its knowledge and belief true and accurate in all material aspects;

## **8.3. Disclosure**

8.3.1. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Contract.

## ARTICLE 9

### DISCLAIMER

#### 9.1. Disclaimer

- 9.1.1. The Operator acknowledges that prior to the execution of this Contract, the Operator has, after a complete and careful examination, made an independent evaluation of the historical data on passenger volumes, traffic conditions, quality parameters, revenue and cost projections and all information provided by the Authority or obtained, procured or gathered otherwise and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.
- 9.1.2. The Operator acknowledges that prior to the execution of this Contract, the Operator has, after a complete and careful examination, made an independent evaluation of the RFP, Scope of Work, Bus Standards and Specifications, local conditions, and all information provided by the Authority or obtained, procured or gathered otherwise and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.
- 9.1.3. Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 9.1.1 and 9.1.2 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator or any person claiming through or under it.
- 9.1.4. The Parties agree that any mistake or error in or relating to any of the matters set forth in Articles 9.1.1 and 9.1.2 above shall not vitiate this Contract, or render it voidable.
- 9.1.5. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Article 9.1.1 and 9.1.2 above, such Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Article 9.1.5 shall not prejudice the disclaimer of the Authority contained in Article 9.1.1 and 9.1.2 and shall not in any manner shift to the Authority any risks assumed by the Operator pursuant to this Contract.

- 9.1.6. Except as otherwise provided in this Contract, all other risks relating to the Contract shall be borne by the Operator and the Authority shall not be liable in any manner for such risks or the consequences thereof.

## **Part III**

### **Operations**

## ARTICLE 10

### BUSES

#### **10.1. Standards and Specification of Buses and Fleet Size**

- 10.1.1. The Operator shall be obligated to comply with Bus Standards and Specifications including but not limited to the fleet size, and specifications for ticketing equipment, as specified in Schedule II to this Contract.

#### **10.2. Investment and Ownership of Buses**

- 10.2.1. The Operator shall be solely responsible for procurement of number of Buses as specified in the Fleet Deployment Plan or any other number of Buses as required for provision of Bus Services throughout the Contract Period, in accordance with the terms of this Contract. For the avoidance of the doubt, the Operator shall, in addition to procurement of the number of Buses specified in the Fleet Deployment Plan, shall estimate and procure such additional number of Buses as may be required for provision of the Bus Services, throughout the Contract Period.
- 10.2.2. Subject to the terms of this Contract, the ownership of the Buses shall at all times remain solely vested with the Operator during the Contract Period.
- 10.2.3. All the Buses shall be registered in the name of the Operator, and at no time during the Contract Period shall any right, title, or interest over any of the Buses or any liability with respect to the Buses, vest with the Authority.

#### **10.3. Procurement of Buses**

- 10.3.1. The Operator shall procure Buses in accordance with this Contract and shall take all steps necessary for making the Buses ready for commencement of Bus Service (the **“Readiness for Commencement of Bus Service”**), including the steps contained in Article 10.4 of this Contract.

#### **10.4. Readiness for commencement of Bus Service**

- 10.4.1. The Operator shall be required to undertake all activities as required under Applicable Law & applicable clearances and approvals for achieving Readiness for Commencement of Bus Service, including but not limited to:
- (a) Procurement of Certificate of Registration for each Bus deployed by the Operator for rendering the Bus Services;
  - (b) Certificate of Fitness, for each Bus deployed by the Operator for rendering the Bus Services;
  - (c) Payment of Taxes applicable for undertaking the Project, including the Bus Services; and
  - (d) Procurement of insurance for each Buses deployed by the Operator for rendering the Bus Services, as specified in Article 18 of this Contract.



- (e) appoint duly experienced and trained Drivers (holding valid driving license), Conductors and other personnel required for the purpose of the Project in accordance with Article 6.4 of this Contract and in accordance with Applicable Law;
  - (f) deposit copy of the driving license of the appointed Drivers with the Authority
  - (g) submit invoices of Buses procured by the Operator for the purposes of the Project to the Authority's Representative.
- 10.4.2. At least 10 (ten) days prior to the likely achievement of Readiness for Commencement of Bus Service, the Operator shall notify the Authority of its intent to subject the Buses to joint inspection by the Route Committee. The Route Committee, during such joint inspection, shall observe, monitor and inspect the Buses to determine compliance of the Buses with the specifications and standards set out in Schedule II of this Contract and if it is reasonably anticipated or determined by the Route Committee during the course of such joint inspection that the performance of the Buses or any part thereof does not meet the specifications and standards set out in Schedule II of this Contract, it shall have the right to require the Operator to remedy and rectify the relevant defects or deficiencies. Upon completion of the joint inspection as per this Article 10.4.2 and the Authority determining the joint inspection to be successful, it shall forthwith issue to the Operator a certificate substantially in the form set forth in Schedule XII (the "**Completion Certificate**") confirming the achievement of Readiness of Commencement of Bus Service by the Operator, in accordance with this Contract.
- 10.4.3. Subject to the fulfilment of the Conditions Precedent by the Parties, in accordance with provisions of Article 5, the Operator shall achieve Readiness for Commencement of Bus Service within 7 (seven) days from the Effective Date, or any extended period as may be agreed upon by the Parties in writing.
- 10.5. Damage due to Accident**
  - 10.5.1. Any damage(s) arising to a Bus due to an accident of the Bus shall be the liability of the Operator. The Operator shall ensure repair of such damaged/ accidental Bus, etc. to the satisfaction of the Authority.
  - 10.5.2. The Operator clearly understands and agrees that the Authority shall not be responsible for any consequences/ liability arising out of any civil or criminal proceedings instituted by any affected person as a result of such accident of the Bus and the Operator shall keep the Authority fully indemnified for any claim made by any affected person as a result of such accident.
  - 10.5.3. The Operator shall notify the Authority regarding any accident that has occurred while rendering of the Bus Services, within 1 (one) hour of occurrence of such accident and in the event, such accident involves any fatality, the Operator shall intimate the relevant authorities and persons/ officials of the Authority, within 5 (five) minutes of occurrence of such fatality, and make adequate arrangements for effective towing

away/ removing of the affected Bus from the spot shall be made by the Operator if permitted by the concerned authorities. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant medical authorities, police, etc. to ensure timely medical help and treatment of the affected persons. The Authority shall provide support as may be required by the Operator in relation to such accident, on best efforts basis.

- 10.5.4. In the event of an accident of a Bus leading to its complete destruction, such that the Bus is rendered inoperable and cannot be repaired and operated for the purposes of rendering Bus Service in accordance with this Contract, the Operator shall replace the damaged Bus with another new Bus which complies with the Bus Standards and Specifications set out in Schedule II of this Contract. The period of Contract for such replaced Bus shall be concurrent with the balance period of the Bus it has replaced.

## **ARTICLE 11**

### **HANDVOER OF BUSES**

#### **11.1. Handover of Buses**

On and from the Expiry Date or Termination Date, as the case may be, the Operator shall:

- 11.1.1. surrender the Bus Permit procured by the Authority under this Contract, to the Authority. The Authority shall be entitled to make applications to the relevant Governmental Authority for removal of references of the Operator, if any, in the Bus Permits.
- 11.1.2. ensure that logo and branding of Authority is removed from the Buses used by the Operator for providing the Bus Services, and not used in any manner.

## ARTICLE 12

### ENTRY OF BUSES INTO COMMERCIAL SERVICES

#### 12.1. Commercial Operation Date

- 12.1.1. The date of issuance of the Completion Certificate by the Authority in accordance with Article 10.4.2 shall be considered as the COD (the “**Commercial Operation Date**” or “**COD**”) which shall be no later than 30 (thirty) days from the Effective Date. The Operator shall commence the Bus Services from the Commercial Operation Date and continue till the Expiry Date or Termination Date, as the case may be. The Operator shall, at least 3 (three) months prior to the Expiry Date provide a notice to the Authority, stating its intention to extend the Expiry Date by 1 (one) year. Upon receipt of such notice, either the Authority and the Operator shall undertake a joint review of performance of the Buses and the Bus Services provided by the Operator under this Contract, and a joint inspection of the physical and operational condition of Buses or the Authority shall appoint an independent third-party agency to undertake such review and inspection of the Buses. The expenses of such review and investigation shall be borne by the Operator. Basis the review and investigation undertaken by the Parties under this Article 12.1.1 and subject to the Operator undertaking to replace the Buses which have operated for more than 6 (six) lakhs kilometres, the Parties shall mutually consent to extend the Expiry Date by 01 (one) year on mutual consent of Operator and the Authority. (“**Operation Period**”)

Notwithstanding contained herein above, no extension of Operation Period shall be allowed due to increase in operating costs, cost of labour, material or other input costs of the Operator during the period commencing from the Execution Date till the Expiry Date.

#### 12.2. Damages for Delay

- 12.2.1. If the Operator is not able to achieve COD within 45 (forty-five) days from the Effective Date (“**Extended SCOD**”), for reasons other than Force Majeure or then, the Operator shall be entitled to a further period not exceeding 15 (fifteen) days, subject to payment of Damages by the Operator to the Authority at the rate of Rs. 5000 for each day of delay (“**Delay Damages**”); provided further that no Damages shall be payable by the Operator if such delay in achieving COD, has occurred solely attributable to Force Majeure or due to material breach of this Contract by the Authority.
- 12.2.2. The Delay Damages shall be due to be payable by the Operator to the Authority, within 7 (seven) days of receipt of written notification in this regard from the Authority. If the Operator fails to pay the Delay Damages within 7 (seven) days of notification issued by the Authority, then, the Authority shall be entitled to: (a) set off the amount of Damages from the monthly Grant to be paid to the Operator and/ or (b) forfeit the

Performance Security provided by the Operator, for an amount equal to the Delay Damages.

- 12.2.3. In the event that COD does not occur even within the period agreed in accordance with Article 12.2.1, then, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate the Contract in terms of Article 22.

## **ARTICLE 13**

### **OPERATIONS**

#### **13.1. Operation of Buses**

- 13.1.1. During the Operation Period, the Operator shall operate the Buses solely for the purpose of rendering Bus Services, in accordance with the provisions of this Contract.
- 13.1.2. The Operator shall ensure that the Buses are operated and maintained in accordance with the operation and maintenance manual issued by the Bus Manufacturer and as per Good Industry Practices.
- 13.1.3. In addition to the applicable clearance & approvals, the Operator shall procure and maintains a valid Certificate of Fitness, and a Pollution Under Control Certificate, from the relevant authorities for all the Buses throughout the Contract Period in accordance with Motor Vehicles Act.
- 13.1.4. In the event the Operator fails to ensure the security of the Buses and there is any theft or damage to any Bus or its component/ spare parts/ hardware/ software/ instruments, then the Operator shall reinstall/ replace such Bus or the relevant component/ spare parts/ hardware/ software/ instrument(s) of such Bus, and shall ensure that the replacement being made has the same or equivalent quality and specification as the original Bus or the relevant component/ spare parts/ hardware/ software/ instrument(s) of the Bus, that is being replaced by the Operator.
- 13.1.5. The Operator shall ensure that the Buses being operated are without infractions, staffed with efficient Drivers and Conductors, and equipped with fully functional mounted devices as specified in this Contract.

#### **13.2. Branding of Buses**

- 13.2.1. The Buses or any part thereof shall not be branded by the Operator in any manner to advertise, display or reflect the name or identity of the Operator or its shareholders. However, the Authority shall have sole right and power of branding of Buses as per provisions of this Contract.

#### **13.3. Routes and Schedules**

- 13.3.1. Details of each Route and schedule of Trip including hours of operation are listed in Schedule IV.
- 13.3.2. During Operation Period, Operator shall operate the Buses as per timetable and adhere to the Trip Schedule, frequency and other terms prescribed by the Authority in Schedule IV.
- 13.3.3. During the Operation Period, the Route may be modified or altered by the Route Committee in accordance with the procedure set out in Article 7.3 of this Contract.

- 13.3.4. The Operator shall ensure that the Bus Service on each Route departs according to approved timetable as specified in Schedule IV or any other revised timetable issued by the Authority, from time to time.
- 13.3.5. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or without specific instructions of the Authority in relation thereof, it shall be liable for payment of Damages set forth in Article 16.3 of this Contract.
- 13.3.6. In the event the Operator is required to change any Route or requires the Bus to operate beyond the Routes or the operational hours specified in the Fleet Deployment Plan for a particular day due to Force Majeure or any other reasons beyond the control of the Operator, then, the Operator shall immediately inform the Control Centre about it, and take prior consent of the Authority for undertaking such action. In such situation, there shall be no change either in the Unit Premium or Unit Grant, as the case maybe.
- 13.3.7. In the event, due to some unforeseen conditions which necessitates change in Route for a duration less than 10 days, then, the Operator shall immediately intimate the Route Committee regarding such requirement of change in Route, and shall act as per the decision of the Route Committee for such change in Route. In such situation, there shall be no change either in the Unit Premium or Unit Grant, as the case maybe.

#### **13.4. Fleet Deployment Plan**

- 13.4.1. The Authority shall develop a Fleet Deployment Plan which shall contain details including but not limited to number of Buses to be ensured by the Operator during the Operation Period, Routes, schedules of Buses including description of Bus Stand and Bus Stops, hours of operation, frequency etc. as set out in Schedule IV of this Contract (the “**Fleet Deployment Plan**”).
- 13.4.2. Any change(s) to the Routes set out in the Fleet Deployment Plan shall be affected after obtaining the approval of the Route Committee in accordance with Article 7.3 of this Contract.
- 13.4.3. The Operator shall operate the Buses in accordance with the Fleet Deployment Plan, and shall ensure that the required frequency of Buses as specified under the Fleet Deployment Plan or as specified in the instructions issued by the Authority from time to time, is maintained in the Routes specified in the Fleet Deployment Plan, throughout the Contract Period.
- 13.4.4. The Operator shall make available Buses at prescribed Routes and locations, as specified under the Fleet Deployment Plan.

#### **13.5. Passenger Fare Determination**

- 13.5.1. The quantum/rate of Passenger Fare that will be charged by the Operator from the Passengers, during the Contract Period, shall be determined and notified by the Authority in the fare notifications issued by the Authority, from time to time, in the

format specified in Schedule V of this Contract. The Operator shall not revise, display or collect any amounts in excess of the rates of Passenger Fare as set out under the fare notification issued by the Authority from time to time.

- 13.5.2. The Operator agrees and confirms that the Authority alone shall have the right to determine the rate of Passenger Fare. Operator shall have no right to increase/ decrease the same on its own any time during the Contract Period.
- 13.5.3. The Operator hereby acknowledges and agrees that it is not entitled to any revision of Passenger Fare or other relief from the Authority or any Government Instrumentality except in accordance with the express provisions of this Contract and Applicable Law.

**13.6. Passenger Fare Collection**

- 13.6.1. On and from the COD till the Expiry Date or the Termination Date (as the case may be), the Operator shall have the sole and exclusive right to demand, collect and appropriate Passenger Fare from the Passengers, in accordance with this Contract and the fare notifications issued by the Authority from time to time.

Provided that for ease of payment and collection, such Passenger Fare shall be rounded off to the nearest 1 (one) rupee in accordance with the fare notification.

- 13.6.2. The Operator acknowledges and agrees that upon payment of Passenger Fare, any Passenger shall be entitled to avail the Bus Service and the Operator shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, applicable clearances & approvals, applicable clearance & approvals or the provisions of this Contract.
- 13.6.3. The Operator shall procure, operate and maintain ticketing equipment as specified in Schedule II, and, upon payment of Passenger Fare, issue tickets through ticketing equipment to the Passengers. The ticket issued by the Operator shall indicate the value of the ticket, its period of validity and such other detail as may be prescribed under Applicable Laws.
- 13.6.4. The Operator shall have the right to collect Passenger Fare either by itself or through any other person appointed by the Operator to collect the Passenger Fare for and on behalf of the Operator, provided that notwithstanding such appointment, the Operator shall be and remain solely liable and responsible for the collection of Passenger Fare in accordance with this Contract and its deposit into the Bank Account and for compliance with the provisions of this Contract.
- 13.6.5. The Authority shall not directly or indirectly collect Passenger Fare or any portion thereof.
- 13.6.6. The Operator shall charge and collect Passenger Fare by issuing tickets as per the Passenger Fare structure notified by the Authority from time to time.
- 13.6.7. The Operator shall not collect any Passenger Fare or collect partial Passenger Fare from the Passengers entitled to travel on concession basis as per notification issued by



the Authority. (“**Concession Passengers**”). Notification regarding concession in Passenger Fare provided under various categories is provided at Schedule V, and shall be updated from time to time by the Authority. The Operator shall issue tickets to the Concession Passengers setting out the reduced Passenger Fare charged by the Operator. Upon submission of the copies of the tickets issued to the Concession Passengers setting out the reduced Passenger Fare, to the Authority by the Operator, the Authority shall reimburse to the Operator, the difference between the Passenger Fare and concessional Passenger Fare specified in the tickets issued to the Concession Passenger, only upon the receipt of the payment from the Government of Rajasthan.

- 13.6.8. The Operator shall be entitled to set up at its own risk and cost, its temporary or permanent Fare collection counters and gates, or impose such other restrictions on entry to the Bus, as may reasonably be necessary for preventing evasion of Passenger Fare. For the avoidance of doubt, the Operator hereby acknowledges and agrees that it shall establish and operate a system of Passenger Fare collection in conformity with Good Industry Practice.
- 13.6.9. The Operator shall, at all entry points of the Bus Stops and near the fare counters at Bus Stops, prominently display the applicable rates of Passenger Fare in Hindi, English for information of the Passengers.
- 13.6.10. The Passenger Fare collected from sale of tickets under the Project shall be reported by the Operator for each Route at the end of each week, during the Contract Period.

### **13.7. Incidents En-route**

- 13.7.1. In case of breakdown of a Bus en-route or an unforeseen event of fire or vandalism in or involving the Bus, the Operator shall immediately inform the Control Centre, the Authority and the maintenance team of the Operator. The Operator shall ensure that its maintenance team arranges speedy tow-away of the affected Bus within 1 hour of breakdown. The Operator shall also send another replacement Bus at the place of breakdown of the affected Bus within 1 (one) hour of the breakdown, and ensure that all Passengers of the affected Bus are seated in such replacement Bus and the replacement Bus completes the balance Route of the affected Bus in a timely manner. In the event there is any delay in tow-away of the affected Bus or sending replacement of the affected Bus by the Operator, beyond the timelines set out in this Article 13.7.1, the Operator shall be liable to pay Damages at the rate prescribed in Article 16.3 of this Contract.
- 13.7.2. The Operator shall ensure regular communication with en-route Buses throughout the Operation Period for ensuring the Bus Services are rendered to the Passengers, as per terms of this Contract.
- 13.7.3. For providing emergency medical aid to the Passengers, The Operator shall maintain first aid kit equipped to render first aid inside the Buses and at the Bus Stops and also co-ordinate with the relevant police and medical authorities etc. to assist in accessing

emergency medical aid from hospitals in the vicinity and to ensure timely medical help to the injured Passengers.

- 13.7.4. If required, the Operator shall extend all cooperation to the Authority including but not limited to filing complaints to the police and or any other investigation authorities, undertaken investigations of any accidents, or incidents which involves the Buses, or has taken place inside the Bus, or at the Bus Stops;

**13.8. Excuse from Performance of Obligations**

The Operator shall not be considered in breach of its obligations under this Contract if any Bus(es) is not available for operation on account of any of the following reasons:

- (a) an event of Force Majeure; or
- (b) towards compliance with a request from the Authority or the directions of any Government Instrumentality.

Notwithstanding the above, the Operator shall keep the remaining unaffected Buses available for operations.

**13.9. Advertising on Buses**

- 13.9.1. The Operator hereby agrees to provide the Authority, the license to use the advertising space on the Buses (“**Advertising Space**”), in accordance with the terms of this Contract. The Operator hereby agrees and acknowledges that, as per the license provided to the Authority under this Article 13.9.1, the Authority shall be entitled to sub-license any advertising spaces in the Buses and/or transfer its license to use the Advertising Space to any third party (“**Advertisers**”), for display of any visual public information messages, audio, as the case may be in the manner the Authority deems fit.
- 13.9.2. The Authority shall have the sole right to collect the proceeds from the Advertisers in accordance with the mutual agreement between the Authority and the relevant Advertiser. The Operator hereby agrees and acknowledges that it shall not have any right to: (a) prohibit the Authority to sub-license the Advertising Spaces to the Advertisers, in accordance with this Contract; or (b) collect the proceeds for sub-license of the Advertising Spaces from the Advertisers from the Advertiser; and
- 13.9.3. The Operator shall provide access to the Authority or Advertisers authorised by the Authority, for placing the advertisement on the Buses in print or electronic or any other form of audio-visual display.

**13.10. Training of Staff**

- 13.10.1. Training

The Operator shall regularly provide training to its staff including Drivers and Conductors in accordance with the provisions of Article 13.10.

**13.10.2. Annual training programme**

At the commencement of each year, the Operator shall prepare an annual training programme with minimum 45 (forty-five) hours of training attended by each employee annually till 3 (three) years from the COD. After the 3 (three) years from the COD, minimum of 20 (twenty) hours of training shall be attended by each employee annually. The Operator shall be obligated to conduct training courses as per the aforesaid annual training programme.

**13.10.3. Content and duration of training**

- (a) The content of training shall comprise imparting of knowledge and skills required for operation and maintenance of Buses, and shall be developed by the Operator. The duration of training courses shall normally be for a minimum period of 6 (six) days and a maximum of 24 (twenty-four) days in a year. The number of trainees participating in training at any time shall normally be a minimum of 10 (ten) and a maximum of 20 (twenty).
- (b) The Operator shall hold periodic training sessions for Drivers, Conductors, staff and other personnel (temporary or on contractual or permanent basis) so as to ensure implementation of Project efficiently.
- (c) The Drivers must receive a combination of classroom instruction and behind-the-wheel instructions sufficient to enable each Driver to:
  - i. operate the Bus in a safe and efficient manner, including fuel efficiency;
  - ii. safely run on a fixed Route, stopping at railroad crossings and performing other specialized driving manoeuvres;
  - iii. handle emergency situations, including vehicle evacuation procedures;
  - iv. operate any special equipment, such as wheelchair lifts, assistance devices or special occupant restraints;
  - v. conduct routine maintenance and safety checks of the Bus;
  - vi. maintain accurate records as necessary; and
  - vii. diligently deal with customers
- (d) The Drivers must receive refresher training courses including on the topics listed in paragraph (c) above and any additional necessary training to meet the specific requirements specified by the Authority, from time to time.

**13.10.4. Location of Training**

- (a) Operator shall request to Authority to provide training to its Project Personnel at Authority's Training Centre in Ajmer. On the receipt of the request, Authority will make due diligence, and based on the availability of the slots

available at Training facility in Ajmer, Authority will notify its consent to Operator along with Time Table. After consent of Authority, Operator shall pay charges due to the Authority for the Training of its Project Personnel. The lodging and boarding arrangements to the trainees shall be provided by the Operator at its own cost and expenses.

- (b) On non-acceptance of the request by the Authority for any reason whatsoever, Operator shall make suitable arrangement to get its Project Personnel trained at similar facility like Authority's Training facility at Ajmer on its own cost and expenses.

**13.11. Requirement of Buses by Government Instrumentality**

The Operator shall, on a best effort basis, provide Bus Services to any Government Instrumentality, as and when required by such Government Instrumentality, on a temporary basis subject to the prior consent of the Authority. The Operator will be paid by the Government Instrumentality for provision of such Bus Services in accordance with their prevailing terms & conditions of the Government Instrumentality. In such cases, the Authority will not be liable to pay any Grant, any damages accrued to the Buses, Project Personnel, third party in any manner whatsoever or neither collect the applicable Premium & Damages for not providing the Bus Services in accordance with this Contract for such period.

## ARTICLE 14

### MAINTENANCE

#### **14.1. Service Programme**

- 14.1.1. Save and except as otherwise provided in this Contract, the Operator shall perform its Operation and Maintenance obligations as per standards of Bus Manufacturer and Good Industry Practices.

#### **14.2. Maintenance of Buses**

- 14.2.1. The Operator shall also be responsible for maintenance of all the Buses during the term of the Contract. The Operator shall ensure that the following activities are regularly undertaken as a part of the maintenance activities of the Buses without causing any disruption to the frequency or the availability of the Buses specified in the Fleet Deployment Plan:

- (a) Repair and maintenance of on-board equipment;
- (b) Fuelling;
- (c) Water topping of radiators;
- (d) Checking and topping of engine oils;
- (e) Checking of tyres;
- (f) Cleaning, sweeping and washing of Buses including soap washing every week; and
- (g) Attending to defects reported by Drivers and/ or by Conductors & any other maintenance required.

- 14.2.2. The obligations of the Operator in relation to operation and maintenance of the Buses, and Bus Stops shall include:

- (a) permitting safe, smooth and uninterrupted operation of the Buses in the Routes specified in the Fleet Deployment Plan, during normal operating conditions;
- (b) collecting and appropriating the Passenger Fare, in accordance with Article 13 of the Contract;
- (c) minimising disruption to traffic in the event of accidents or other incidents affecting the Buses by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- (d) carrying out periodic preventive maintenance of the Buses;
- (e) undertaking routine maintenance including prompt repairs of the Buses;
- (f) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Buses, Bus Stops;

- (g) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Buses for provision of Bus Services, in accordance with the terms of this Contract;
- (h) maintaining a public relations unit to interface with and attend to suggestions from the Passengers, government agencies, media and other agencies;
- (i) complying with safety management requirements set out in Schedule VII of this Contract;
- (j) operation and maintenance of all Project Facilities diligently and efficiently and in accordance with Good Industry Practice;
- (k) maintaining punctuality and reliability in operating the Buses; and
- (l) maintaining a high standard of cleanliness and hygiene on the Buses.

**14.3. Spares and Consumables**

The Operator shall make adequate arrangements at its own cost and expense to make available all spares and consumables for the Operation and Maintenance of Buses.

**14.4. Damages for breach of Maintenance obligations**

- 14.4.1. In the event that the Operator fails to repair or rectify any defect or deficiency set forth in the O&M Inspection Report under Article 15 and/ or fails to comply with the obligations specified in this Article 14, then, the Operator shall be deemed to be in breach of this Contract and the Authority shall be entitled to recover Damages as set forth in Article 16.3.
- 14.4.2. The Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Operator is otherwise in compliance with its obligations hereunder. The Operator shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

**14.5. Damages to Buses due to vandalism**

- 14.5.1. In the event any damages to or need for repair of the Bus arises during the Contract Period on account of Vandalism, the Operator shall be required to make good such damages and carry out such repairs at its own cost and risk so as to bring it/ them to the original condition to the extent possible.

For the purpose of this Article 14.5.1, “Vandalism” is defined as destroying or damaging Bus, or any other asset deliberately and/or for no reasons attributable to act of omission or breach of obligation of the Operator by the persons other than the Project Personnel or sub-contractor of the Operator.

## ARTICLE 15

### MONITORING OF OPERATION AND MAINTENANCE

#### 15.1. Real-Time Data

- 15.1.1. During the Operation Period, Operator shall give the Authority access to the daily data pertaining to the performance of the Buses under this Contract at the end of every week as per Schedule IX. If the Operator fails to provide the information as specified in this Article 15.1.1 for a consecutive period of 30 (thirty) days, then it shall be deemed to be an Operator Event of Default.

#### 15.2. Reports of unusual occurrence

- 15.2.1. The Operator shall, prior to the close of each day, send to the Control Centre, by facsimile or e-mail, a report stating any accidents and/ or unusual occurrences on the Project relating to the safety and security of the passengers/ personnel/ Third Parties and the Project Facilities in general. A weekly and monthly summary of such reports shall also be sent within 5 (five) days of the closing of each week and month, as the case may be. For the purposes of this Article 15.2, accidents and/or unusual occurrences on the Project shall include but not limited to the following:

- (a) damaged or dislodged fixed equipment;
- (b) any obstruction to the Project, which results in disruption, including change of Route, accident etc., of the Bus Service being provided by the Operator;
- (c) disablement of any equipment during operation;
- (d) communication failure affecting the operation of the Project;
- (e) smoke or fire; and
- (f) death or injury to any person, security alerts and other instances of serious incident should be reported immediately.

#### 15.3. Inspection and evaluation of Performance of Operator

- 15.3.1. The Authority/ Authority's Representative have right to inspect and assess the Buses. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects and deficiencies, if any, with particular reference to the obligations of the Operator set out in Article 14, and send a copy thereof to the Operator within 15 (fifteen) days of such inspection.
- 15.3.2. The Authority shall review performance of the Operator based on parameters indicated in Article 16.3.
- 15.3.3. The Operator shall be liable to pay Damages to the Authority in case of delay or failure on its part to rectify the defects and deficiencies specified in the O&M Inspection Report, at the rates specified in Article 16.3.

- 15.3.4. The Authority shall, at the time of making any payments to the Operator, be entitled to set off any Damages payable by the Operator to the Authority under this Contract, from any payment to be made to the Operator by the Authority.

OR

The Operator shall have to pay the applicable amount of Damages within first 7 (seven) days of the month, following the month in which the Damages have been levied and in case Damages are not paid by the Operator within the above said period, then the same shall be deducted from any payment to be made to the Operator by the Authority and/ or appropriated from the Performance Security of the Operator.



## **PART-IV**

### **FINANCIAL CONVENANTS**

## ARTICLE 16

### PAYMENT

#### 16.1. Premium/Grant

- 16.1.1. In consideration of the award of the Contract, the Operator shall, commencing from the COD, pay to the Authority, the Premium for an amount of [Unit Premium (Rs..... /Km (insert in Rupees as per the Bid)) \* Actual Schedule Operated Bus Kms or Scheduled Km per month, whichever is higher]. The Unit Premium shall be proportionately revised change at the same rate as change in Passenger Fare in accordance with the procedure specified under Article 16.2.2.

OR

In consideration of the award of the Contract and towards providing support to meet the expenses of the Project, the Authority, commencing from the COD, shall pay to the Operator, the Grant for an amount of [Unit Grant (Rs..... /Km (insert in Rupees as per the Bid) \* Actual Schedule Operated Bus Kms per month]. The amount of Unit Grant shall be reviewed annually, and shall change in accordance with Article 16.2.2.

- 16.1.2. Payment of Premium/Grant shall be made on the basis of the following terms and conditions:

- a) [Premium shall be payable by the Operator to the Authority on a monthly basis, in accordance with this Contract. Operator shall submit the report to the Authority within 3 (three) days from the end of each month specifying distance traversed each day (in Kms) by each Bus in accordance with Fleet Deployment Plan. Authority shall verify the report from available records and raise the invoice within 7 (seven) days from the end of each month including Damages, KPI Damages and penalties imposed specifying the available records. Operator shall within 7 (seven) days from the receipt of invoice make the payment as due to the Authority]<sup>3</sup>;

OR

- b) [The Operator shall submit an invoice to the Authority within 7 (seven) days from the end of each month specifying distance traversed each day (in Kms) by each Bus in accordance with Fleet Deployment Plan. Authority shall, within a period

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<sup>3</sup> Applicable only in case Premium is payable by the Operator to the Authority.

of 7 (seven) days from the receipt of the invoice, verify the invoice from available records and make the payments as may be due to the Operator only upon receipt of the funds for the same from the Government of Rajasthan, and after setting off from such Grant, the Processing Fee, applicable taxes, KPI Damages, and Damages.]<sup>4</sup>

- 16.1.3. The Premium shall be paid by the Operator to the Authority within a period not later than 14 (fourteen) days from the end of each month. In the event of delay in making payment by the Operator, interest at the Rate of Interest for Saving Bank Account at SBI Secretariat Branch, Jaipur for each day's delay shall be levied on the delayed amount of Premium, subject to a maximum of 30 (thirty) days beyond which it shall tantamount to Operator Event of Default thereby entitling the Authority to terminate the Contract in accordance with Article 22. In the event, the Authority not opting for termination, the Operator shall make payment of such Premium including interest for each day's delay.

OR

The Grant shall be paid by the Authority to the Operator only upon receipt of funds from Government of Rajasthan, and shall be strictly applied by the Operator for meeting the cost and expenses of the Project.

- 16.1.4. In the event, the first and last month of the Operations Period falls short of a complete month, then, the Premium/Grant in respect of actual shorter period shall be paid on pro-rata basis, and for the remaining months of the Operations Period, the Premium/Grant shall be paid for the entire month.
- 16.1.5. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event of occurrence of an Authority Event of Default, payment of the Premium amount shall be suspended till such default has been cured by the Authority.

OR

Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event of occurrence of an Operator Event of Default, disbursement of the Grant amount shall be suspended till such default has been cured by the Operator.

## **16.2. Passenger Fare**

- 16.2.1. The Passenger Fare to be charged from passengers will be decided and notified by the Authority time to time and form part of this Contract at Schedule V.
- 16.2.2. The Unit Premium, Rs/Km for Bus Services shall be proportionately revised in accordance with the change in Passenger Fare per Km. The revised Unit Premium

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<sup>4</sup> Applicable only in case Grant is payable by the Authority to the Operator.

shall be applicable from that particular complete month, on which month the date of notification to revised Passenger Fare is issued by the Authority to the Operator.

For the avoidance of doubt, it is clarified that if the Passenger Fare per Km increases and/or decrease after the Execution Date notified by the Authority, Unit Premium, Rs/Km shall be increased and/or decreased proportionally. For example, Passenger Fare per KM at the time of the COD is 1 (one) Rs/Km, and Unit Premium, is 10 (ten) Rs/Km quoted by the Bidder. During Operation Period, in any month if the Passenger Fare is revised to the Rs. 1.20 (one point two zero) Rs/Km, and this is an increase of 20% in Passenger Fare in Rs/Km. The Unit Premium, Rs/Km shall be increased by 20% (one twenty percent) of the base Unit Premium Rs/Km and will be 12 (twelve) Rs/Km

OR

The Unit Grant, Rs/Km for Bus Services will be revised on every anniversary of COD till completion of Contract Period. The 40% of Unit Grant, Rs /Km quoted by the Bidder shall be indexed as per Fuel Price Index.:

Calculation of Revised Grant:

$$R_G = B_G + [0.40 * B_G * \{(F_A - F_B) / F_B\}]$$

where,

$R_G$  is revised Unit Grant in Rs/Km.

$B_G$  is base Grant in Rs/Km quoted by the Operator.

$F_A$  is rate of fuel (price of diesel) in Rs/litre on the anniversary of COD at the Jaisalmer

$F_B$  is rate of fuel (price of diesel) in Rs/litre on the Bid Due Date

For example: On the Bid Due Date, rate of Fuel (normal Diesel) at the designated fuel station mentioned in this Contract is 100 Rs/litre, and Unit Grant is 15 Rs/Km as quoted by the Bidder. During Operation Period, on the next anniversary of the COD, rate of Fuel (normal Diesel) at the same designated fuel station is 110 Rs/litre. The calculation of revised Unit Grant will be as follows:

$$R_G = 15 + \{0.40 * 15 * (110 - 100) / 100\}$$

$$R_G = 15 + 0.6$$

$$R_G = 15.6$$

### **16.3. Key Performance Indicators**

- 16.3.1. Without prejudice to the other obligations of the Operator specified in this Contract, the Operator shall operate and maintain the Buses such that it achieves the performance indicators specified in this Article 16.3 (the “**Key Performance Indicators**”). The Operator shall, along with monthly log on achievement of distance

traversed by each Bus as specified in Article 16.1.2, submit a report setting out the status of achievement of each Key Performance Indicators set out in this Article 16.3.1, and the Authority will validate the data submitted by the Operator. The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in this Article 16.3.1 and for any shortfall in performance for every month, it shall pay penalties (“**KPI Damages**”), as set out below:

<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
<b>1.</b>	<b>Regularity of Services</b>			
	1a. Trips operated	Missed Trip = No. of monthly Trips scheduled as per Fleet Deployment Plan - No. of monthly Trips operated as scheduled in Fleet Deployment Plan	Zero	Rs. 5000/- for each missed Trip.
	1b. Kilometre operated	Missed Kilometres = Total No. of scheduled Kilometres for all the scheduled Trips in a month – Total No. of Actual Schedule Kilometres Operated in a month	Zero	Rs. 50/- for every missed Kilometre  No. of missed Kms due to no. of missed trip at 1a above shall not be used to calculate the KPI Damages hereunder.
<b>2</b>	<b>Punctuality of Operations</b>			

<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
	2a. start of Trips within 15 Minutes from scheduled time at origin Bus Stand	No. of delayed Trips = No. of total Trips scheduled in a month – No. of total Trips started within 15 minutes from scheduled Time from the origin Bus Stand in a month	10 (ten)	<p>For each case after 10 (ten) Trips where Trip is started:</p> <p>a) after 15 minutes and before 45 minutes from Scheduled Time from origin Bus Stand: Rs 1000/-</p> <p>b) after 45 minutes and before 90 minutes from Scheduled Time from origin Bus Stand: Rs 2000/-</p> <p>In case the Bus is started after 90 minutes, the Authority shall count this as a missed Trip, and the Kms operated therein afterwards for this particular Trip shall not be counted for the calculation of Grant. However, same will be counted for the calculation of Premium.</p>
	2b. Arrival of Trips up to 15 Minutes from scheduled time – destination Bus Stand	No. of delayed Trips = No. of Total Trips scheduled – No. of total Trips reached up to 30 minutes from scheduled	10 (ten)	<p>For each Case after 10 (ten) Trips where Trip is ended:</p> <p>a) after 30 minutes and before 60 minutes from Scheduled Time at destination Bus Stand: Rs 500/-</p> <p>b) after 60 minutes and before 120 minutes from Scheduled Time</p>

<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
		Time at the destination Bus Stand in a month		at destination Bus Stand: Rs 1000/-  In case the Bus is reached after 120 minutes, the Authority shall count this as a missed Trip, and the Kms operated therein for this particular Trip shall not be counted for the calculation of Grant. However, same will be counted for the calculation of Premium.
<b>3</b>	<b>Operational Reliability</b>			
	Reliability of Fleet in accordance with no. of break downs	No. of break downs	Zero	Penalty per Bus per instance: Rs. 5000/-  In case no alternate Bus is provided within stipulated time as per provision of this Contract, additional penalty as per 1b will be levied on missed Kms, and already covered Kms shall not be counted for the calculation of Grant, but the same will be calculation of Premium. Payment shall be made for the KMs covered by the Bus for all the fully completed trips for that day subject to the terms of this Contract.
<b>4</b>	<b>Operational Safety</b>			

<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
	Accident during Operation	No. of accidents	Zero	Penalty per Bus per instance: Rs. 5000/-  Accidents herein shall mean damage to Bus, passenger or third party due to unsafe operation of the Bus by the Operator
<b>5</b>	<b>User Satisfaction/Complaint</b>			
	Written complaint regarding safe, reliable, punctual operation of Bus	No. of written complaints	3 (three)	Rs. 500/- for each written complaint after 3 <sup>rd</sup> written complaint
<b>6</b>	<b>General</b>			
	Skipping of designated Bus Stop(s) in any Route, as specified in the Fleet Deployment Plan, without the prior permission of the Authority and forced deployment of Passengers at non-designated Bus stops, or unauthorised stoppage, in breach of Articles 6.1.1.(d) and 6.1.1(s) of this Contract	No. of such case	N.A.	Rs. 500/- per case  As identified through reports, random checks, passengers' feedback, Authority inspection etc.
	Defects/ malfunctioning i.e., malfunctioning doors, broken/loose/missing Passengers seat, lights malfunctioning/ switched off (head lights, taillights, indicator lights, brake lights), broken side, front or back window,	No. of such cases	N.A	Rs. 500/- Case  As identified through reports, random checks, passengers' feedback, Authority inspection etc.



<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
	in breach of Article 14 of this Contract.			
	Disobedience and misbehaviour on the part of Driver, Conductor, and staff of Operator, in breach of Articles 6.1.1.(ss) and (rr) of this Contract	No. of such cases	N.A.	<p>For each case:</p> <p>First default: Rs. 500/-</p> <p>Second default: Rs. 700/-</p> <p>Third default: termination of services of the person</p> <p>As identified through reports, random checks, passengers' feedback, Authority inspection etc.</p> <p>Irrespective of the number of defaults, Authority reserves the right to terminate the services of the employee of Operator due to misbehaviour and disobedience.</p>
	Smoking and usage of cell phone during driving	No. of such cases	N.A.	<p>For each case:</p> <p>First default: Rs. 500/-</p> <p>Second default: Rs. 1000/-</p> <p>Third default: termination of services of the Driver</p> <p>As identified through reports, random checks, passengers'</p>

<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
				feedback, Authority inspection etc.  Irrespective of the number of defaults, Authority reserves the right to terminate the services of the employee of Operator due to misbehaviour and disobedience.
	Drunken driving/intoxicated state during driving	No. of such cases	N.A.	Rs. 5000/- for each case along with termination of the services of the Driver.
	For not maintaining cleanliness i.e., sweeping and washing	No. of such cases	N.A.	For each case: First default: Rs. 500/- Second default: Rs. 1500/- Third default: 2000/- For all subsequent default Rs. 3000/-  As identified through reports, random checks, passengers' feedback, Authority inspection etc.
	Ensuring satisfactory working of GPS device and its accessories	No. of such cases	N.A.	Rs. 5000/- each day for each Bus
	Use of unspecified ticket vending machine	No. of such cases	N.A.	Rs. 500/- for 1 <sup>st</sup> case and Rs. 1000/- for each subsequent case.
	Sharing of Ticket vending machine data weekly	No. of such cases	N.A.	Rs. 500/- for 1 <sup>st</sup> case and Rs. 1000/- for each subsequent case.
	Sharing of information with the Authority -	No. of such cases	N.A.	Rs. 500/- for 1 <sup>st</sup> case and Rs. 1000/- for each subsequent case.

<b>S N</b>	<b>Key Performance Indicator</b>	<b>Formula (if any)</b>	<b>Performance Standard</b>	<b>KPI Damages</b>
	as specified in the Agreement or as reasonably required from time to time			
	Prescribed uniforms not worn by Bus Driver and Bus Conductor	No. of such cases	N.A.	Rs. 100/- each day for each Bus
	Transportation of Commercial Goods & Carriage	No. of such cases	N.A.	Rs. 5000/- for each Case
	unscheduled or unauthorized trip during operation hour and/or non-operation hour on Routes and/or beyond the Routes;	No. of such cases	N.A.	Rs. 50000/- for each Case
	Collecting excess Passenger Fare from the passengers, in breach of Articles 6.1.1(j) and (k) of this Contract	No. of such cases	N.A.	Rs. 5000/- for each Case
	Non-rectification of defects and deficiencies as per O&M Inspection Report, in breach of Article 14.4 of this Contract	No. of such cases	N.A.	Rs. 1,000/- for each Case per Bus

#### **16.4. Reimbursement of concessional Passenger Fare**

16.4.1. The Operator shall submit details of concessional Passenger's Fare to Authority along with monthly log submitted during time of invoicing within 7 (seven) days from the end of each month:

- a) Day, Trips and Routes details of Concessional Passengers along with their category; and
- b) Documentary Evidence

Authority will within a period of 7 (seven) days from the receipt of invoice, verify the invoice from the available records and make the payments upon receipt of fund from

Government of Rajasthan 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 after deducting taxes, levies in accordance with Applicable Laws.

**16.5. Taxes and Duties in respect of Premium/Grant**

- 16.5.1. [It is expressly agreed by the Parties that the Premium and any other charges payable by the Operator to the Authority shall be inclusive of all Taxes and Duties.]<sup>5</sup>

OR

[It is expressly agreed by the Parties that the Grant and any other charges payable by the Authority to the Operator shall be inclusive of all Taxes and Duties.]<sup>6</sup>

**16.6. Processing Fee**

- 16.6.1. In consideration of the grant of the concession to the Operator for usage of the Contract, the Operator shall pay to the Authority and amount equal to Rs. 0.10/- (zero point one zero) \* Number of Buses \* Number of seats per Bus excluding Driver seat \* Scheduled Kms per month, as processing fee (“**Processing Fee**”) throughout the Operation Period. The Processing Fee shall be increased by 3% yearly on every anniversary of the COD.

**16.7. Adjustment of Processing Fee**

- 16.7.1. [The Processing Fee payable under the provision of the Article 16.6 shall be due and payable on monthly basis. The Authority shall raise the invoice for the Processing Fee payable by the Operator for the immediately preceding month. The Operator shall make payment of the Processing Fee specified in the invoice issued by the Authority, within 7(seven) days from the date of issuance of the invoice by the Authority under this Article 16.7.1.]

OR

[ The Authority shall be entitled to set off the Processing Fee from the Grant payable by the Authority to the Operator for the relevant month.]<sup>7</sup>

**16.8. Taxes and Duties in respect of Processing Fee**

- 16.8.1. It is expressly agreed by the Parties that amounts specified in this Contract towards Processing Fee and any other charges payable to the Authority shall be exclusive of all Taxes and Duties. It is further agreed that the Operator shall pay all Taxes and Duties in respect of the Processing Fee and any other charges payable by the Operator

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<sup>5</sup> Applicable in case Premium is payable by the Operator to the Authority.

<sup>6</sup> Applicable in case Grant is payable by the Authority to the Operator.

<sup>7</sup> Applicable in case Grant is payable by the Authority to the Operator.

in accordance with Applicable Laws. The Authority shall not be liable for reimbursement of any Taxes and Duties payable on the Processing Fee.

## **ARTICLE 17**

### **BANK ACCOUNT**

#### **17.1. Bank Account**

- 17.1.1. The Operator shall within 15 (fifteen) days from the Execution Date open a new banking account with a bank.
- 17.1.2. Operator shall provide banking account details to the Authority. All the transactions between the Authority and Operator in relation to Premium/Grant, Damages, KPI Damages or any other payable shall be done with this account only. This account shall remain open and effective until a new account is opened with prior approval of Authority. On the request of the Authority, Operator will provide information about the amount collected and paid against the heads mentioned in Article 17.2.

#### **17.2. Deposit in Account**

- 17.2.1. The Operator shall deposit or cause to be deposited the following inflows and receipts into the account:
- (a) all the revenues generated and all the income accruing from the Project including but not limited to the Passenger Fare, any deposits by the Operator from its own resources;
  - (b) insurance proceeds; and
  - (c) any other revenue or capital receipts from or in respect of the Project;
- 17.2.2. The Authority shall deposit or cause to be deposited the following in the account:
- (a) All payment to the Operator towards Grant;
  - (b) Payments received from Authority toward difference of Passenger Fare and concessional Passenger Fare; and
  - (c) amount due towards Termination Payment to the Operator, if any, payable in terms of the Contract.

## **ARTICLE 18**

### **INSURANCE**

#### **18.1. Insurances to be taken by Operator**

- 18.1.1. The Operator shall, with effect from the date of procurement, procure and maintain insurances in the name of the Operator for each Bus as per the Motor Vehicles Act, Motor Vehicle Rules, this Contract, and other Applicable Laws.
- 18.1.2. The Operator shall procure and maintain any additional insurance as may be reasonably considered necessary and prudent in accordance with Good Industry Practices, during the Contract Period, including but not limited to the following:
- (a) a comprehensive third-party insurance cover as per the Motor Vehicles Act, for any incident resulting in the death of the users of the Buses or to any third party due to accident, for unlimited occurrences. Liability of passenger insurance shall be limited to the approved passenger capacity of the vehicle by RTA;
  - (b) any other insurance that may be necessary to protect the Buses, passengers and the personnel on board against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in above clauses with the Operator as beneficiary/co- beneficiary;
  - (c) standard fire and perils policies as per market practices for any loss and damages to the extent possible to Buses.

#### **18.2. Other Insurances to be taken by Operator**

- 18.2.1. The Operator shall also effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Contract and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Contract Period.
- 18.2.2. Without prejudice to the generality of Article 18.2.1 above, the Operator shall, during the Contract Period, procure and maintain Insurance Cover including but not limited to the following:
- (a) comprehensive Third-Party liability insurance for the life of the Drivers engaged by the Operator;
  - (b) fire insurance;
  - (c) comprehensive third-party liability insurance for life, goods or property, including adequate consumables as required for regular upkeep of vehicles

injury to or death of personnel of the Authority or others, arising from any accident occurring due to negligence of the Operator;

- (d) workmen's compensation insurance; and
- (e) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.

**18.3. Evidence of Insurance Cover**

- 18.3.1. No later than 15 (fifteen) days prior from the procurement of Buses, the Operator shall furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance the provisions hereof. Within 10 (ten) days of receipt of such documents, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto.
- 18.3.2. All insurances obtained by the Operator in accordance with this Article 18 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any Insurance Cover, the Operator shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Operator to the Authority;
- 18.3.3. If the Operator fails to procure and maintain the insurance for which it is responsible pursuant hereto, then it shall be deemed to be an Operator Event of Default.



## ARTICLE 19

### ACCOUNTS AND AUDIT

#### **19.1. Audited Accounts**

- 19.1.1. The Operator shall maintain, in accordance with standard accounting practices and statutory requirements under Indian Law, complete, accurate and up-to-date records and accounts relating to the Project and the Project Facilities including the assets, details of Tickets issued to the passengers, amount of Passenger Fare collected during each shift on a particular Route, passenger load on each Route etc., liabilities, revenues and expenses, costs of repair, as well as records of the Operator's staff/ employees/ personnel/ sub-contractors involved in performing the Operator's obligations under the Contract, from time to time.
- 19.1.2. The Operator shall provide copies of such accounts, duly audited and certified by its Statutory Auditors, to the Authority no later than 90 (ninety) days from the date of close of each Financial Year to which they pertain. The Operator shall promptly furnish to the Authority copies of relevant extracts of its books of accounts, duly certified by its Statutory Auditors, as may be reasonably required by them for verification of such accounts. The Operator shall also furnish to the Authority, within 7 (seven) days of its publication, a certified copy of the audited accounts and the annual report published by the Operator under the Applicable Laws.

## **PART-V**

### **FORCE MAJEURE AND TERMINATION**

## ARTICLE 20

### FORCE MAJEURE

#### 20.1. Force Majeure

- 20.1.1. As used in this Contract, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence of any or all of Non-Political Event or Political Event, as defined in Articles 20.2 and 20.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Contract and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

#### 20.2. Non-Political Events

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, earthquake, flood, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Facilities);

Provided however that, other than any restrictions or lockdowns imposed by any Indian Governmental Instrumentality on account of Covid-19 pandemic which adversely impacts the construction of the operation of the Buses on the Routes by the Operator, in accordance with this Contract, the subsistence of the Covid-19 pandemic shall not be considered a Non-Political Event for purposes of this Contract.

- (b) strikes or boycotts (other than those involving Operator, or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 7 (seven) days and an aggregate period exceeding 14 (fourteen) days in an Accounting Year, and not being a Political Event set forth in Article 20.3;
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or applicable clearances & approvals, or (ii) on account of breach of any Applicable Law or applicable clearances & approvals or of any contract, or (iii) enforcement of this Contract, or (iv) exercise of any of its rights under this Contract by the Authority;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Project Facilities that could not reasonably have been expected to be discovered through a site inspection; or

- (e) any event or circumstances of a nature analogous to any of the foregoing Non-Political Events.

### **20.3. Political Events**

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide strikes for a continuous period of 48 (forty-eight) hours and exceeding an aggregate period of 14 (fourteen) days in an Accounting Year;
- (c) any Political Event that causes a Non-Political Event;
- (d) change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 25;
- (e) compulsory acquisition in national interest or expropriation of the Project or rights of the Operator;
- (f) unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by Operator to perform their respective obligations under this Contract; provided that such delay, modification, denial, refusal or revocation did not result from Operator's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- (g) any event or circumstance of a nature analogous to any of the foregoing.

### **20.4. Duty to report Force Majeure Event**

20.4.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 20 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Contract;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

20.4.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Contract.

20.4.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Article 20.4.1, and such other information as the other Party may reasonably request the Affected Party to provide.

**20.5. Effect of Force Majeure event on the Contract**

20.5.1. Upon the occurrence of any Force Majeure Event prior to COD for Buses, the period set forth in Article 12.1 for achieving COD of Buses shall be extended by a period equal in length to the duration of the Force Majeure Event.

20.5.2. If any Force Majeure Event occurs after COD of Buses, whereupon the Operator is not able to undertake the whole or any part of the Project despite making best efforts or it is directed by the Authority to suspend the Project during the subsistence of such Force Majeure Event, the Contract Period shall be extended by a period, equal in length to the period during which the Operator was prevented from undertaking Bus Service on account thereof.

**20.6. Allocation of Cost arising out of Force Majeure**

20.6.1. Save and except as expressly provided in this Article 20, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereto.

**20.7. Termination Notice for Force Majeure Events**

20.7.1. If a Force Majeure Event continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 60 (sixty) days, the Parties may mutually decide to terminate this Contract or continue this Contract on mutually agreed revised terms. If the Parties are unable to reach a settlement in this regard, either Party shall after the expiry of the said period of 60 (sixty) consecutive days, be entitled to terminate this Contract by giving written notice to the other Party, in which case, neither Party shall have the right to claim Damages from the other Party except Termination Payment as per Article 20.8, and upon issue of such Termination Notice, this Contract shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days

period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

**20.8. Termination Payment for Force Majeure Events**

20.8.1. Upon termination of this Contract on account of Non-Political Force Majeure Event, the Operator shall not be entitled to any Termination Payment. Operator shall:

- (a) make payment of Premium, Processing Fee, KPI Damages and Damages due for the number of days the Bus Service has been provided by the Operator up to the date of termination;

or

receive payment of Grant due for the number of days the Bus Service has been provided by the Operator up to the date of termination upon receipt of funds from the Government of Rajasthan, after deducting Processing Fee, KPI Damages, and Damages, if any;

- (b) receive its Performance Security provided there are no outstanding dues of the Authority with the Operator.

20.8.2. If Termination is on account of a Political Force Majeure Event:

- (a) The Authority shall make Termination Payment to the Operator in an amount that would be payable under Article 22.3.2 as if it were an Authority Event of Default.
- (b) The Operator shall make payment of Premium, Processing Fee, KPI Damages and Damages due for the number of days the Bus Service has been provided by the Operator up to the date of termination;

or

The Authority shall make payment of Grant due for the number of days the Bus Service has been provided by the Operator up to the date of termination only upon receipt of funds from the Government of Rajasthan, after deducting Processing Fee, KPI Damages and Damages, if any;

- (c) The Performance Security of the Operator shall be released to the Operator provided there are no outstanding dues of the Authority with the Operator.

**20.9. Dispute Resolution**

20.9.1. In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

**20.10. Excuse from Performance of Obligations**

- 20.10.1. If the Affected Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event, provided that:
- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
  - (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
  - (c) when the Affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

## **ARTICLE 21**

### **CHANGE OF SCOPE**

#### **21.1. General**

- 21.1.1. Subject to Article 21.3.2, either Party may propose a Change of Scope in accordance with Article 21.3 and such Change of Scope proposed shall be dealt in accordance with this Article 21.
- 21.1.2. Both Parties shall conduct discussions relating to any proposed Change of Scope in good faith.
- 21.1.3. A Change of Scope does not take effect until such time as a Change of Scope Order has been issued by the Authority. Until such time the Parties shall continue to perform their obligations in accordance with this Contract.
- 21.1.4. Change of Scope shall not be proposed where the implementation of the Change of Scope would violate any Applicable Laws.

#### **21.2. Events that tantamount to Change of Scope**

- 21.2.1. The following events shall tantamount to Change of Scope:
  - (a) procurement and installation of new ticketing system or any equipment on Buses;
  - (b) the need to cater to new Routes, increase the frequency of the Buses on the Routes anytime during the Contract Period which are beyond the scope of the Route Committee; and
  - (c) change in the parameters, other than Route, set out in Fleet Deployment Plan.
  - (d) change the length (in kms) of the Route specified in the Fleet Deployment Plan, for a period equal to or exceeding 10 (ten) days. For avoidance of doubt, it is hereby clarified that any change in the length of the Route on a temporary basis, which does not exceed 10 days shall not be considered as a Change of Scope for the purposes of Article 21 and shall be determined by the Route Committee, in accordance with this Contract.
- 21.2.2. Either Party may propose a Change of Scope in accordance with Article 21.3.

#### **21.3. Procedure for change of scope initiated by Authority**

- 21.3.1. In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Operator a notice specifying in reasonable detail the event(s) leading to Change of Scope (the “**Change of Scope Notice**”);
- 21.3.2. The Change of Scope Notice shall state in sufficient detail works and services contemplated thereunder.



- 21.3.3. Upon receipt of Change of Scope Notice, the Operator shall within 15 (fifteen) days, after due diligence provide to the Authority such information as is necessary, together with preliminary documentation in support of the impact that the proposed Change of Scope is likely to have on the benefits, costs and time thereof.
- 21.3.4. The response to the Change of Scope Notice issued by the Operator (the **“Response to Change of Scope”**) should include the following:
- (a) The impact of Change of Scope on the provisioning of the Bus Service;
  - (b) Whether the Operator requires relief from compliance with any of its obligations under this Contract during the implementation of the proposed Change of Scope;
  - (c) Any additional Change of Scope required to implement the proposed Change of Scope specified in the Change of Scope Notice;
  - (d) The financial impact to implement the Change of Scope in terms of capital cost and expected yield in additional revenue;
  - (e) The Operator’s plan to implement the Change of Scope; and
  - (f) Any regulatory approvals required to implement the proposed Change of Scope.
- 21.3.5. For finalization of response to Change of Scope Notice, the Operator shall:
- (a) provide evidence that it has used reasonable endeavours (including the use of competitive quotes) to minimize any increase in costs and maximize benefits and any reduction in costs; and
  - (b) demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain Project Facilities that have been affected by the proposed Change of Scope, has been taken into account.
- 21.3.6. Following discussions with the Operator in relation to the Response to Change of Scope, the Authority may modify the Change of Scope Notice, in which case the Operator shall, as soon as possible, and in any event no later than 15 (fifteen) days after receipt of such modification (or such other period as is agreed by the parties), issue a revised Response to Change of Scope.
- 21.3.7. The Authority shall thereafter issue an order (the **“Change of Scope Order”**) requiring the Operator to proceed with the performance thereof or withdraw the Change of Scope Notice.
- 21.3.8. The provisions of this Contract, in so far as they relate to the Operation and Maintenance of the Buses, except to the extend specifically modified in pursuance to the Change of Scope Order, shall apply under this Article 21.

- 21.3.9. In the event of Change of Scope, the Fleet Deployment Plan as provided in the Schedule IV shall stand amended accordingly.

**21.4. Procedure for Change of Scope initiated by Operator**

- 21.4.1. The Operator's Change of Scope Notice shall set out the proposed Change of Scope in sufficient detail to enable the Authority to evaluate it in full and shall include details of the items specified in Article 21.3.4.
- 21.4.2. Within a period of 7 (seven) days after receiving the Operator's Change of Scope Notice, the Parties shall discuss the matters referred to in it. The Authority may require the Operator to make modifications to the Operator Change of Scope Notice or accept/reject the Operator Change of Scope Notice.
- 21.4.3. If the Authority accepts the Operator's Change of Scope Notice (with or without modification), the Authority shall instruct the Operator to implement the Change of Scope as per Change of Scope Order.
- 21.4.4. The relevant Change of Scope shall be implemented by the Operator in accordance with the Change of Scope Order issued by the Authority by the date(s) set out therein.
- 21.4.5. If the Authority rejects the Operator's Change of Scope Notice, it shall not be obliged to give reasons for such rejection.

Provided however that, the Authority shall not reject a notice for Change of Scope that is required in order to conform to a change in any Applicable Law.

**21.5. Payment for Change of Scope Initiated**

- 21.5.1. The [Unit Premium] or [Unit Grant], , shall be revised as per the decision taken by the Route Committee, for only new Routes which are not specified in the Fleet Deployment Plan and/or change in frequency of the existing Route. However, the [Unit Grant/ Unit Premium] for the Routes specified in the Fleet Deployment Plan will not be changed.
- 21.5.2. The payment for procurement and installation of new ticketing equipment or any other equipment shall be borne by the Authority at mutually acceptable price, only upon receipt of funds for the same from the Government of Rajasthan.

## ARTICLE 22

### TERMINATION

#### 22.1. Termination for Operator' Default

22.1.1. Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the Cure Period specified, or where no Cure Period is specified within a Cure Period of 60 (sixty) days or any period that Authority may deem fit, the Operator shall be deemed to be in default of this Contract (the “**Operator Event of Default**”) unless the default has occurred solely as a result of any breach of this Contract by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

- (a) the Operator abandons or manifests intention to abandon the operation of the Project without the prior written consent of the Authority;
- (b) the Operator is in breach of the obligations in relation to operation and maintenance of the Buses as set out in Article 14 of this Contract;
- (c) the Operator has failed to make payment {of Premium} to the Authority within the period specified in this Contract;
- (d) the Operator has failed to make payment of Processing Fee, Damages, and/ or KPI Damages to the Authority within the period specified in this Contract;
- (e) a breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect;
- (f) the Operator creates any Encumbrance in breach of this Contract;
- (g) the Operator repudiates this Contract or otherwise takes any action or evidences which conveys an intention not to be bound by the Contract;
- (h) a Change in Ownership has occurred in breach of the provisions of Article 6.3;
- (i) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Operator under any of the Project Agreements, or (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect;
- (j) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect;
- (k) a resolution for winding up of the Operator is passed, or any petition for winding up of the Operator is admitted by a court or tribunal of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Operator is ordered to be wound up by the relevant court or tribunal of

competent jurisdiction, except for the purpose of amalgamation or reconstruction:

Provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operator under this Contract and the Project Agreements:

Provided further that: (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Contract and the Project Agreements; (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Contract and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Effective Date; and (iii) each of the Project Agreements remains in full force and effect;

- (l) the Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (m) a resolution for winding up of the Operator is passed or any petition for winding up of the Operator is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Operator is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction.

Without prejudice to any other right or remedies which the Authority may have under this Contract, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

## **22.2. Termination for Authority's Default**

In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 60 (sixty) days or such longer period as has been expressly provided in this Contract, the Authority shall be deemed to be in default of this Contract (the “**Authority Event of Default**”) unless the default has occurred as a result of any breach of this Contract by the Operator or due to Force Majeure. The defaults referred to herein shall include the following:

- (a) the Authority commits a material default in complying with any of the provisions of this Contract and such default has a Material Adverse Effect on the Operator;
- (b) the Authority has failed to make payment of Grant to the Operator within 90(ninety) days of receipt of funds from the Government of Rajasthan equal to the amount of the Grant payable by the Authority to the Operator, as per provisions of this Contract; or
- (c) the Authority repudiates this Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Contract.

Without prejudice to any other right or remedy which the Operator may have under this Contract, upon occurrence of an Authority Event of Default, the Operator shall, be entitled to terminate this Contract by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

### **22.3. Termination Payment**

#### **22.3.1. Termination Payment due to Operator's Event of Default:**

- (a) Operator shall not be entitled to any Termination Payment;
- (b) The Authority shall invoke and retain the Performance Security in full; and
- (c) The Operator shall pay the Premium, Processing Fee, penalties, KPI Damages and Damages, if any due for payment to the Authority up to the date of Termination.

OR

The Authority shall pay the Grant after deducting the Processing Fee, KPI Damages and Damages, if any due for payment to the Authority up to the date of Termination after receipt of funds from the Government of Rajasthan.

#### **22.3.2. Termination Payment due to Authority's Event of Default:**

##### **(i) On or after Effective Date to prior of 3<sup>rd</sup> anniversary of COD:**

- (a) The Authority shall make payment of an amount equivalent to the 20% of the Adjusted Depreciated Value of the Buses plying as on the date of Termination of the Contract;
- (b) The Authority shall return the Performance Security to the Operator; and

- (c) The Operator shall pay the Premium, Processing Fee, KPI Damages and Damages, if any due for payment to the Authority up to the date of Termination.

OR

The Authority shall pay the Grant after deducting the Processing Fee, KPI Damages and Damages if any due for payment to the Authority up to the date of Termination after receipt of funds from the Government of Rajasthan.

**(ii) On or after 3rd anniversary of COD to prior of 4th anniversary of COD:**

- (a) The Authority shall make payment of an amount equivalent to the 15% of the Adjusted Depreciated Value of the Buses plying as on the date of Termination of the Contract;
- (b) The Authority shall return the Performance Security to the Operator; and
- (c) The Operator shall pay the Premium, Processing Fee, KPI Damages and Damages, if any due for payment to the Authority up to the date of Termination.

OR

The Authority shall pay the Grant after deducting the Processing Fee, KPI Damages and Damages if any due for payment to the Authority up to the date of Termination after receipt of funds from the Government of Rajasthan.

**(iii) On or after 4th anniversary of COD to prior to end of Operation Period:**

- (a) The Authority shall make payment of an amount equivalent to the 10% of the Adjusted Depreciated Value of the Buses plying as on the date of Termination of the Contract;
- (b) The Authority shall return the Performance Security to the Operator;
- (c) The Operator shall pay the Premium, Processing Fee, KPI Damages and Damages, if any due for payment to the Authority up to the date of Termination.

OR

The Authority shall pay the Grant after deducting the Processing Fee, KPI Damages and Damages if any due for payment to the Authority up to the date of Termination only upon receipt of funds for the same from the Government of Rajasthan.

- 22.3.3. The Operator understands and agrees that no Termination Payment shall be payable to the Operator for Termination of the Contract prior to the Effective Date due to failure to achieve Conditions Precedent by either of the Parties in terms of Article 5.
- 22.3.4. Termination Payment shall become due to the Operator within 45 (forty-five) days of receipt of funds towards Termination Payment from the Government of Rajasthan. In the event of any delay, the Authority shall not be liable to pay any Damage on the amount of Termination Payment remaining unpaid. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.
- 22.3.5. The Operator expressly agrees that Termination Payment under this Article 22 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Contract for any reason whatsoever and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.
- 22.3.6. Operator understands, acknowledges and agrees that all sums claimed by its sub-contractors, employees as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such sub-contractors & employees, and the Authority shall not in any manner be liable for such sums or any employment.

#### **22.4. Survival of Rights**

- 22.4.1. Notwithstanding anything to the contrary contained in this Contract, but subject to the provisions of Article 22.3.5, any Termination pursuant to the provisions of this Contract shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Contract, including Termination Payments shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

## ARTICLE 23

### VESTING CERTIFICATE

#### 23.1. Vesting Certificate

- 23.1.1. The divestment of all rights, title and interest in the Project and the Project Facility excluding the Buses in accordance with provisions of Articles 20.8 and 22.3 and also excluding the equipment, machinery, consumables etc., procured by the Operator at its own cost during the Contract Period for the implementation of the Project, shall be deemed to be complete on the date on which all of the handover requirements have been fulfilled by the Operator (“**Transfer Date**”), and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in **Schedule VIII (the “Vesting Certificate”)**, which will have the effect of constituting evidence of handover by the Operator of all of its rights, title and interest in the Project and the Project Facilities to the extent specified herein, and their vesting in the Authority pursuant hereto.



## **Part IV**

### **OTHER PROVISIONS**

## **ARTICLE 24**

### **ASSIGNMENT AND CHARGES**

#### **24.1. Restriction on Assignment and Charges**

- 24.1.1. This Contract shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 24.1.2. The Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Contract or any Project Agreement to which the Operator is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 24.1.3. The Operator cannot create any form of Encumbrance in favour of any Third Party on the following:
- (a) On such facilities/infrastructure etc. forming part of the Project Facilities, which have been provided by the Authority;
  - (b) On any asset in relation to the Project that has been procured for and on behalf of Authority.

#### **24.2. Permitted Assignment and Charges**

- 24.2.1. The restraints set forth in Article 24.1 shall not apply to:
- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;
  - (b) mortgages/pledges/hypothecation of goods/assets procured by the Operator from its own financial resources, and their related documents of title, arising or created in the ordinary course of business of the Operator, and as security only for indebtedness to the lenders for working capital arrangements for the Operator; and
  - (c) liens or encumbrances required by any Applicable Law.

#### **24.3. Assignment by the Authority**

- 24.3.1. Notwithstanding anything to the contrary contained in this Contract, the Authority may, after giving 60 (sixty) days' notice to the Operator, assign and/ or transfer any of its rights and benefits and/or obligations under this Contract to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Contract.

## ARTICLE 25

### CHANGE IN LAW

#### 25.1. Change in Law

“**Change in Law**” means occurrence of any of the following events after the Bid Due Date having an impact on the Project:

- (a) enactment of any new Indian law;
- (b) the repeal in whole or in part (unless re-enactment with the same effect) or modification of any existing Indian law;
- (c) the change in interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of the Contract;
- (d) the imposition of a requirement for a permit not required on the date of this Contract;
- (e) any change in taxes, duties, levies, cess or any other form of charges;
- (f) any order, decision or direction of a court of record;
- (g) Any other government notification/policy.

Provided, however, Change in Law shall not include:

- (a) coming into effect, after the date of execution of this Contract, of any provision or statute which is already in place as of the date of execution of this Contract;
- (b) non-availability of any spare part, equipment, component due to price escalation or otherwise

#### 25.2. Increase in costs

If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds Rs. 25 lakhs (Rupees twenty-five lakhs) in any Accounting Year, the Operator may so notify the Authority and propose amendments to this Contract so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Contract or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Operator may by notice require the Authority to pay an amount that would

place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and after receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein only after the receipt of the funds from the Government of Rajasthan; provided that if the Authority shall dispute such claim of the Operator, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 25.2 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Contract.

**25.3. Reduction in costs**

If as a result of Change in Law, the Operator benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds Rs. 25 lakhs (Rupees twenty-five lakhs) in any Accounting Year, the Authority may so notify the Operator and propose amendments to this Contract so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Operator to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within 90 (ninety) days of receipt of such notice, along with particulars thereof, the Operator shall pay the amount specified therein to the Authority; provided that if the Operator shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 36.2 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

**25.4. Protection of NPV**

Pursuant to the provisions of Articles 25.2 and 25.3 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate shall be equal to the Bank Rate.

**25.5. Restriction on cash compensation**

The Parties acknowledge and agree that the demand for cash compensation under this Article 25 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than 1 (one) year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

## ARTICLE 26

### LIABILITY AND INDEMNITY

#### 26.1. General Indemnity

- 26.1.1. The Operator will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents and employees (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Contract or any related Contract or on account of any defect or deficiency in the provision of services by the Operator to any person or from any negligence of the Operator under this Contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Contract on the part of the Authority Indemnified Persons;
- 26.1.2. The Authority will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the Project Facilities, and/or (ii) breach by the Authority of any of its obligations under this Contract or any related Contract, which materially and adversely affect the performance by the Operator of its obligations under this Contract, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Contract or any related Contract and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, sub-contractors, servants or agents, the same shall be the liability of the Operator.

#### 26.2. Indemnity by the Operator

- 26.2.1. Without limiting the generality of Article 26.1, the Operator shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all Loss arising out of or with respect to:
- (a) failure of the Operator to comply with Applicable Laws including any compliances under labour laws & regulations, applicable clearances & approvals;
  - (b) payment of Taxes required to be made by the Operator in respect of the income or other taxes of the Operator’s contractors, suppliers and representatives; or
  - (c) non-payment of amounts due as a result of materials or services furnished to the Operator by any of its contractors which are payable by the Operator or any of its contractors.

- (d) Improper operation of the Buses and/or improper/illegal/negligent behaviour of its Drivers/conductors and other employees of the Operator with the Passengers;
- (e) accidents of the Buses while undertaking the Bus Service along the Routes.

26.2.2. Without limiting the generality of the provisions of this Article 26, the Operator shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Operator or by the Operator's contractors in performing the Operator's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Operator shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Facilities or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Operator is unable to secure such license within a reasonable time, the Operator shall, at its own expense, and without impairing the specifications, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they become non-infringing

### **26.3. Notice and Contest of Claims**

26.3.1. In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 26 (the **"Indemnified Party"**) it shall notify the other Party (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

### **26.4. Defence of Claims**

26.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses

thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 26, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

- 26.4.2. If the Indemnifying Party has exercised its rights under Article 26.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 26.4.3. If the Indemnifying Party exercises its rights under Article 26.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
  - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
  - (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
  - (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
    - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party;
    - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Contract:

Provided that if Sub-clauses (b), (c) or (d) of this Article 26.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the



reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

**26.5. No Consequential Claims**

Notwithstanding anything to the contrary contained in this Article 26, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Contract.

**26.6. Survival of Termination**

The provision of this Article 26 shall survive Termination.

## **ARTICLE 27**

### **RIGHTS AND TITLES OVER THE PROJECT FACILITIES**

#### **27.1. Operator's Rights**

For the purposes of this Contract, the Operator shall have the right to use the Project Facilities subject to and in accordance with this Contract, and to this end, it may regulate the entry and use of the Project by Third Party (ies) in accordance with and subject to the provisions of this Contract.

#### **27.2. Access Rights of the Authority and Others**

27.2.1. The Operator shall allow free access to the Project Facility including Buses, parking space for its Buses, at all times to the Authority's Representative and/or any person authorized by the Authority, and also to persons duly authorized by any Government Instrumentality to inspect the Project or to investigate any matter within their authority, and upon reasonable notice, the Operator shall provide to such person's reasonable assistance necessary to carry out their respective duties and functions;

27.2.2. The Operator shall, for the purpose of operation and maintenance of any public utility (such as water supply, sewerage, electricity, gas pipeline, etc.), allow free access to the Project Facilities at all times for the authorized persons and vehicles of the controlling body of such utility.

#### **27.3. Fees & Taxes**

Any fees and taxes at the Bus Stop/Stand, and parking space used by the Operator shall be payable by the Operator as the user of the asset and the same shall not be reimbursed or payable by the Authority.

#### **27.4. Restriction on Sub-letting**

The Operator shall not sub-license or sub-let the whole or any part of the Project Facilities save and except as may be expressly set forth in this Contract; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint sub-contractors for the performance of its maintenance related obligations hereunder of all or any part of the Project Facilities.

## ARTICLE 28

### DISPUTE RESOLUTION

#### **28.1. Dispute Resolution**

- 28.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Article 28.2;
- 28.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

#### **28.2. Conciliation**

- 28.2.1. In the event of any Dispute between the Parties, either Party may call upon the other in arriving at an amicable settlement thereof. Failing which, either Party may require such Dispute to be referred to the Managing Director/Authority, any other designated officer of the Authority and the Chairman of the Board of Directors/ any other designated officer of the Operator for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Article 28.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 28.3.

#### **28.3. Arbitration**

- 28.3.1. Any Dispute which is not resolved amicably by conciliation as provided in Article 28.2 shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Article 28.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereof. The venue of such arbitration shall be Jaipur, and the language of arbitration proceedings shall be English;
- 28.3.2. There shall be a Board of three arbitrators of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the

event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules;

- 28.3.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Article 28 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay;
- 28.3.4. The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated;
- 28.3.5. This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**28.4. Adjudication by Regulatory Authority or Commission**

- 28.4.1. In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Operator and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Article 28.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

## ARTICLE 29

### DISCLOSURE

#### **29.1. Disclosure of Specified Documents**

- 29.1.1. The Operator shall make available for inspection by any person, copies of this Contract and data relating to safety of the Buses, (hereinafter collectively referred to as the “**Specified Documents**”), free of charge, during normal business hours on all working days at the Operator’s office. The Operator shall prominently make copies of the same available to any person upon payment of copying charges on a “no profit no loss” basis.

## **ARTICLE 30**

### **REDRESSAL OF PUBLIC GRIEVANCES**

#### **30.1. Complaints Register**

- 30.1.1. The Operator shall during the term of this Contract, maintain public relations office at its premises where it shall keep a register open to public access at all times for recording of complaints by any person/ passenger/ user of the Bus Service. The Operator shall also maintain similar register in each Bus.
- 30.1.2. Such complaint register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the complainant, substance of the complaint and the action taken by the Operator.
- 30.1.3. In addition to the above, the Operator shall display the contact number and email address of the concerned person at the public relations office, project office and at an appropriate place both inside and outside the Bus which is easily visible to the public.

#### **30.2. Redressal of Complaints**

- 30.2.1. The Operator shall inspect the complaint register every day and take prompt action for redressal of each complaint. The action taken shall be briefly noted in the complaint register itself under the appropriate column;
- 30.2.2. Within 3 (three) days of the close of each month, the Operator shall send to the Authority, a true photocopy each of the pages of the complaint register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Operator to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

## ARTICLE 31

### MISCELLANEOUS

#### **31.1. Governing Laws and Jurisdiction**

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur, Rajasthan shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

#### **31.2. Waiver of Immunity**

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Contract or any transaction contemplated by this Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction;
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

#### **31.3. Depreciation and Interest**

- 31.3.1. The Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Operator under the Applicable Laws.
- 31.3.2. Unless otherwise specified, any interest payable under this Contract shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

#### **31.4. Delayed Payment**

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Contract shall, unless governed by the period set forth in any specific clauses of this Contract, be made within the period set forth therein and if no such period is specified, each party will make its best effort to pay other party, after receiving a demand along with the necessary particulars.

**31.5. Waiver**

- 31.5.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract: (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract; (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and (c) shall not affect the validity or enforceability of this Contract in any manner.
- 31.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

**31.6. Liability for Review of Documents**

Except to the extent expressly provided in this Contract: (a) no review, comment or approval by the Authority of any Project Contract or Document submitted by the Operator nor any observation or inspection of the operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Operator from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable clearances & approvals; and (b) the Authority shall not be liable to the Operator by reason of any review, comment, approval, observation or inspection referred to in Sub- clause (a) above.

**31.7. Exclusion of Implied Warranties etc.**

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Contract between the Parties or any representation by either Party not contained in a binding legal Contract executed by both Parties.

**31.8. Survival**

Termination shall:

- (a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- (c) all obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination



**31.9. Entire Contract**

This Contract and the Schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Operator arising from the RFP, as the case may be, shall be deemed to form part of this Contract and treated as such.

**31.10. Severability**

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract or otherwise.

**31.11. No Partnership**

This Contract shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any Contract or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**31.12. Third Parties**

This Contract is intended solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract.

**31.13. Successors and Assigns**

This Contract shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

**31.14. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall: (a) in the case of the Operator, be given by facsimile or e-mail and through

letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Operator may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Jaisalmer District may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Operator may from time to time designate by notice to the Authority; (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the MD of the Authority with a copy delivered to the Authority's Representative; provided that if the Operator does not have an office in the Jaisalmer District, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and (c) any notice or communication by a Party to the other Party given in accordance herewith shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

**31.15. Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

**31.16. Counterparts**

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract.

## ARTICLE 32

### DEFINITIONS

#### 32.1. Definitions

In this Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

Definitions	Meaning
Accounting Year	means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
Actual Schedule Operated Bus Kilometres	means the distance travelled by a Bus for each schedule Trip assigned on a particular Route as per the Fleet Deployment Plan;
Adjusted Depreciated Value of Bus	means the price paid by the Operator to the relevant Bus Manufacturer at the time of procurement of the Bus, depreciated by an annual depreciation rate of 12.5% (twelve-point five percent);
Affected Party	shall have the meaning ascribed to it under Article 20.1;
Applicable Law	means all laws, brought into force and effect by GOI, the State Government or Local Government including rules, regulations, guidelines and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract;
Arbitration Act	means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;
Assured Fleet Availability	means the minimum number of Buses which the Operator is bound to operate in terms of the Fleet Deployment Plan;
Authority	means the Rajasthan State Road Transport Corporation (RSRTC);
Authority Event of Default	shall have the meaning ascribed to it under Article 22.2;

<b>Definitions</b>	<b>Meaning</b>
Authority Indemnified Person	shall have the meaning ascribed to it under Article 26.1.1;
Authority's Representative	means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Contract and shall include any person, persons or Third-Party having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Contract;
Award	shall have meaning ascribed to it under Article 28.3.3;
Bank	means a bank incorporated in India and having a minimum net worth of Rs. 1000 crore (Rupees one thousand crore);
Bank Rate	means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;
Bid	means the documents in their entirety comprised in the bid submitted by the {Selected Bidder} in response to the Request for Proposals in accordance with the provisions thereof;
Bid Due Date	means the date of submission of the Bid by the Selected Bidder in accordance with the RFP;
Bid Security	means the security provided by the Operator to the Authority along with the Bid in a sum of [insert in Rs. (in words)] in accordance with the Request for Proposals and which is to remain in force until substituted by the Performance Security;
Break down	means a situation where Bus has become totally immobile necessitating a tow;
Bus/ Buses	shall have the meaning ascribed to it under Article 3.1.1;
Bus Kilometres	shall constitute: <ul style="list-style-type: none"> <li>a) Distance travelled by a Bus assigned on a particular Route as per the Fleet Deployment Plan;</li> <li>b) Distance travelled by a Bus from its respective parking space to the first point</li> </ul>

<b>Definitions</b>	<b>Meaning</b>
	<p>of loading passengers at the commencement of its service on a day;</p> <p>c) Distance travelled by a Bus from its last Bus Stop as per the Fleet Deployment Plan to its respective parking space at the end of the day's service;</p> <p>d) Distance travelled by a Bus without passengers which is outside the Fleet Deployment Plan but approved by the Authority for meeting specific requirements.</p> <p>e) Distance travelled by a Bus which is outside the Fleet Deployment Plan i.e. for fuelling, maintenance, etc.</p>
Bus Manufacturer	means the manufacturer supplying the Buses;
Bus Permit	means the permit for operating the Buses on the specific Routes as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time;
Bus Permit Fee	means the fee incurred for the procurement of permit for operating the Buses on the specific Routes as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time;
Bus Service	means plying of Buses on the Routes within the Bus Service Area as per Fleet Deployment Plan provided in Schedule IV of the Contract;
Bus Service Area	means Routes for provision of Bus Service, more particularly specified by the Authority in Fleet Deployment Plan provided in Schedule IV of this Contract;
Bus Stop	means designated stops as per Schedule IV along the Routes from where passengers board and alight the Bus;
Bus Standards and Specifications	means specifications and standards for Buses to be operated under this Contract, as specified in Schedule II;
Bus Stand	means the designated stand from where the Bus start or end their trip(s) as per Schedule IV on Routes;

<b>Definitions</b>	<b>Meaning</b>
Certificate of Registration	means the certificate issued by competent authority to the effect that a motor vehicle has been duly registered in accordance with the provisions of the Motor Vehicle Act& Rules made thereunder;
Certificate of Fitness	means the certificate issued by the competent Authority as per Motor Vehicle Act;
Change in Law	means the occurrence of events as specified in Article 25.1;
Change in Ownership	means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {existing promoters/ selected bidder/ Consortium Members}, together with {its/their} Associates, in the issued and paid-up Equity to decline below 51% (fifty one percent) at all times during the term of the Contract and/ or where members of the Consortium whose technical and financial capacity was evaluated for the purposes of short- listing in response to the Request for Proposal permit their shareholding to decline below 26% (twenty six per cent) at any time during the term of the Contract;
Change of Scope	shall have the meaning ascribed to it under Article 21;
Change of Scope Notice	shall have the meaning ascribed to it under Article 21.3.1;
Change of Scope Order	shall have the meaning ascribed to it under Article 21.3.7;
Control Centre	Means a depot nominate as Control Centre which shall have computerised central monitoring unit for monitoring and supervising the Bus Service;
Commercial Operation Dates (COD)	shall have the meaning ascribed to it under Article 12;
Conditions Precedent	shall have the meaning specified in Article 5;
Conductor	means a person engaged by the Operator for collecting fares from passengers, regulating their entrance into, or exit from, and performing such other functions as may be prescribed by the Operator in accordance with the Authority's norms and in terms of this Contract;

<b>Definitions</b>	<b>Meaning</b>
Contract	means this Contract, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained therein;
Contract Period	shall have the meaning specified in Article 4.2 of this Contract;
Consortium	means the group of entities that submitted the Bid for this Project;
Cure Period	<p>means the period specified in this Contract for curing any breach or default of any provision of this Contract by the Party responsible for such breach or default and shall:</p> <ul style="list-style-type: none"> <li>a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;</li> <li>b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Contract; and</li> <li>c) not in any way be extended by any period of Suspension under this Contract;</li> </ul> <p>provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;</p>
Damages	shall have the meaning set forth in Sub-clause (x) of Article 1.2.1;
Delay Damage	shall have the meaning set forth in Article 12.2.1;
Dispute	shall have the meaning set forth in Article 28.1.1;
Dispute Resolution Procedure	means the procedure for resolution of Disputes set forth in Article 28;
Road, Safety & Transport Department's Representative	Shall have the meaning set forth in Recital;
Documents or Documentation	means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

<b>Definitions</b>	<b>Meaning</b>
Driver	means the person who acts as a steersman of the drawn vehicle as defined in the Motor Vehicle Act;
Effective Date	shall have the meaning set forth in Article 5.;
Encumbrances	means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments;
Emergency	means a condition or situation that is likely to endanger the security of the individuals on or about the Project Facilities, including passengers thereof, or which poses an immediate threat of material damage to any of the Project Facilities;
Execution Date	means the date on which the Contract is signed by both the Parties and the same comes into effect;
Expiry Date	means 6 years (may be extendable by 01 (one) year) from the COD of Buses;
Extendable SCOD	shall have the meaning ascribed to it in Article 12.2.1;
Force Majeure or Force Majeure Event	shall have the meaning ascribed to it in Article 20.1;
Fleet	shall refer to the total number of Buses to be put into operation in pursuance to this Contract;
Fleet Deployment Plan	means the detailed plan as developed and finalized by the Authority, including Routes, schedules, frequency etc., from time to time in accordance with Article 13.4 read with Schedule IV of this Contract;
Fuel Price Index	means the change in diesel price at Jaisalmer on anniversary of COD as compared to the diesel price as on the Bid Due Date;
GOI	means the Government of India;
Government Instrumentality	means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having



<b>Definitions</b>	<b>Meaning</b>
	jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;
Good Industry Practice	shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Contract and which would be expected to result in the performance of its obligations by the Operator in accordance with this Contract, Applicable Laws and applicable clearances & approvals in reliable, safe, economical and efficient manner;
Grant	means the amount of [Unit Grant (Rs..... /Km (insert in Rupees as per the Bid)) * Actual Operated Bus Kms (Rupees in words) per month]to be paid by the Authority to the Operator after COD of Buses, towards meeting the capital & Operation and Maintenance expenses of the Operator for providing Bus Service in accordance with the terms of this Contract;
Indemnified Party	means the Party entitled to the benefit of an indemnity pursuant to Article 26;
Indemnifying Party	means the Party obligated to indemnify the other Party pursuant to Article 26;
Insurance Cover	means the aggregate of the maximum sums insured under the insurances taken out by the Authority and/or Operator pursuant to Article 18, and includes all insurances required to be taken out by the Authority and/or Operator under Article 18.1 and 18.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;
Intellectual Property	means all patents, trademarks, service marks, logos, get- up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights

<b>Definitions</b>	<b>Meaning</b>
	in computer software), database rights, semi-Conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
Key Performance Indicators	shall have the meaning set forth in Article 16.3;
Kilometre or KM or Km	Shall mean the Kilometre;
Letter of Award (LOA)	means the letter of award dated / /2023 issued by the Authority to the {name of the Selected Bidder};
Local Government	means the Government of the district of Jaisalmer;
Material Adverse Effect	means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party;
Non-Political Event	shall have the meaning set forth in Article 20.2;
Operation Period	shall have the meaning set forth in Article 12.1.1;
Operation and Maintenance (O&M)	means the operation and maintenance of the Buses and the Project Facility and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this Contract;
Operation and Maintenance (O&M) Standards	means the minimum standards the Operator has to observe throughout the Contract Period as prescribed by Bus Manufacturer and Good Industry Practices;
O&M Inspection Report	shall have the meaning set forth in Article 15.3
Operator	shall have the meaning as ascribed thereto in the array of Parties in the Recitals above;
Operator's Event of Default	shall have the meaning as ascribed there to in Article 22.1 of the Contract;
Parties	means the parties to the Contract and "Party" means either of them, as the context may admit or require;
Passenger Fare	means the charge levied on and collected by the Operator from passengers travelling in Buses, either on its own by hiring Conductors or through

<b>Definitions</b>	<b>Meaning</b>
	some agency hired by it, at the rates specified in this Contract and notified by the Authority from time to time;
Passenger Kilometres	means the product of passengers travelled and Bus Kilometres plied within a period of one month;
Performance Security	shall have the meaning as ascribed thereto in Article 2.1;
Person	shall mean any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity;
Political Event	Shall have the meaning set forth in Article 20.3;
Premium	means the amount of [Unit Premium (Rs..... /Km (insert in Rupees as per the Bid)) * Actual Operated Bus Kms (Rupees in words) per month] to be paid by the Operator to the Authority in consideration of being granted the rights to operate the Bus Service in the Bus Service Area in accordance with the terms of this Contract;
Processing Fee	Shall have the meaning ascribed to it under Article 16.6.;
Project	means the procurement, operation, and maintenance of Buses in accordance with the terms and conditions of this Contract;
Project Agreement	means this Contract and any other contracts/agreements that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to the Project;
Project Facilities	means the facilities that are required for providing Bus Service and shall include the Buses, and any other facilities made available to the Operator; ;
Rate of Interest for Saving Bank Account at SBI Secretariat Branch, Jaipur	means the saving bank account interest rate revised and issued by State Bank of India, Secretariat Branch, Jaipur, bank from time to time. The interest rate on the latest effective date would be considered;
“Re.”, “Rs.” or “Rupees” or “Indian Rupees”	means the lawful currency of the Republic of India;
Readiness for Commencement of Bus Service	shall have the meaning set forth in Article 10.4;

<b>Definitions</b>	<b>Meaning</b>
Response to Change of Scope	shall have the meaning set forth in Article 21.3.4;
RTA/ RTO	means the relevant Regional Transport Authority/ Regional Transport Office of Jaisalmer as per Motor Vehicle Act, 1988;
Request for Proposal (RFP)	shall mean Request for Proposal document issued by the Authority, for the purposes of selecting an Operator for the Project through a competitive transparent bidding process;
Revised Route Notification	shall have the meaning set forth in Article 7.3.3;
Right of Way	means the constructive possession of the Project Facility, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for operation and maintenance of the Project in accordance with this Contract;
Route	means the routes, as determined by the Authority, on which the Buses would operate as part of the Bus Service and as specified in Fleet Deployment Plan in Schedule IV;
Route Length	Means the length of the Route as specified in Fleet Deployment Plan in Schedule IV;
Schedule	shall mean a schedule under this Agreement;
Schedule Km	means the distance specified in this Contract for each schedule Trip on a particular Route as per the Fleet Deployment Plan;
Scope of the Project	shall have the meaning set forth in Article 3.1;
Selected Bidder	means the Bidder (single entity or Consortium) to whom the Authority issues the Letter of Award for undertaking the Project;
State Government	means the Government of the State of Rajasthan;
Statutory Auditors	means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 1956/2013 including any statutory modification or re-enactment thereof, for the time being in force;
Taxes & Duties	means all taxes (including road tax, property taxes), duties, fees, levies etc. payable under the Applicable Laws in connection with the Project and performance of obligations of the Parties under this Contract;

<b>Definitions</b>	<b>Meaning</b>
Termination	means the early termination of the Contract pursuant to Termination Notice or otherwise in accordance with the provisions of this Contract but shall not, unless the context otherwise requires, include expiry of the Contract on the Expiry Date;
Termination Date	means the date specified in the Termination Notice as the date on which Termination occurs;
Termination Notice	means the notice of Termination by either Party to the other Party, in accordance with the Contract;
Termination Payment	means the amount payable by the Authority to the Operator, in accordance with the provisions of this Contract, upon Termination of this Contract;
Third Party	means any Person, real or judicial, or entity other than the Parties to this Contract;
Transport Department	shall have the meaning set forth in Recital;
Trip	means the trip on the Route where Buses would operate, as determined by the Authority as part of the Bus Service and as specified in Fleet Deployment Plan in Schedule IV;
Unit Grant	means the amount as Rs..... /Km is quoted in the Bid as a unit grant;
Unit Premium	means the amount as Rs..... /Km is quoted in the Bid as a unit premium;
Vandalism	shall have meaning specified in Article 14.6 of this Contract;

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
Authority by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of Road,  
Safety & Transport  
Department, Government of  
Rajasthan by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
Operator by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

In the presence of:

1.

2.

## **Part V**

### **SCHEDULES**

## SCHEDULE I

### PERFORMANCE SECURITY

#### WHEREAS:

- A. ...., (the “Operator”) and the Rajasthan State Road Transport Corporation (“**Authority**”) having its principal office at Parivahan Marg, Chomu House, Jaipur – 302001, Rajasthan, India have entered into a Contract dated ..... (the “**Contract**”) whereby the Authority has granted to the Operator a non-exclusive right to operate and maintain the Buses and provide Bus Services within the specified Bus Service Area in the district of Jaisalmer and the Operator has agreed to undertake the Project on the terms and conditions contained therein, subject to and in accordance with the provisions of the Contract.
- B. The Contract requires the Operator to furnish a Performance Security to the Authority in a sum of Rs. .... (Rupees in words only) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Contract, during the term of the Contract Period (as defined in the Contract).
- C. We, .....through our Branch at ..... (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator’s obligations during the Contract Period, under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of the .....(name of the officer), that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court,



tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Operator contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Operator for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of 180 (one hundred eighty) days beyond the Contract Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants

that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect till the Expiry Date or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## SCHEDULE II

### BUS STANDARDS AND SPECIFICATIONS

- A. Fleet Size:  
 B. Bus Standards and Specifications (shall be GPS fitted)

S. No	Parameter	Sub No	Standard & Specifications	Remarks
1	Engine	1	Minimum Engine Power –120 HP	
		2	Engine Torque- Min.400 Nm @ 1300 to 1500 Rpm	
		3	Fuel – Diesel	
		4	Location - Front	
		5	Pollution Norms BS VI & revision	
		6	Electronically / Mechanically Controlled Engine Management System	
		7	Speed Limiting Device as per AIS:018 of 2001 & Its amendments Time to Time. It shall be inbuilt in system.	
2	Transmission		Automatic/Manual Gear Box or as per manufacturer design	
3	Brakes		All wheels must be equipped with Air assisted brakes including ABS and Parking (Hand Brake) as per CMVR.	
4	Instrument Panel	1	Odometer With Trip Counter in Kms	
		2	Engine Rpm Meter	
		3	Flashing - Side Indicator and Switch	
		4	Warning Lamp/Buzzer for Low Air Pressure	
		5	Suitable Indicator for Engine Oil Level.	
		6	Warning Lamp for Charging of Batteries	
		7	Air Pressure Gauges	
		8	Temperature Gauges	
		9	Fuel Gauge	
		10	Engine Oil Pressure Gauge	
		11	Any other applicable Switches Controls and Panels as per BS VI Norms & CMVR requirements.	
5	Steering		As per Manufacturer Design	
6	Fuel Storage Capacity		As per Manufacturer Design	
7	Fire Detection and Alarm System		FDAS should be provided as per AIS 153. If required & applicable.	
8	Model should comply with all other	1	CMVR requirement and AIS 052.	
		2	Type Approval Certificate Issued by Authorised Government Approved Certifying Agency.	

S. No	Parameter	Sub No	Standard & Specifications	Remarks
	statutory requirement/ Certificates			
9	Information System		[As provided by RSRTC]	
10	GPS		As provided by RSRTC]	
11	Seating Capacity		31 + Driver	
12	Seating Arrangement		2+2	

C. Ticketing equipment

**SCHEDULE III**

**TRAINING OF PROJECT PERSONNEL**

SN	Project Personnel Category (Driver, Conductor, Mechanic, Supervisor, other)	Details of Project Personnel	Name of Training	Training Location	Training Period (In days)	Training Certificate, if available provide
		Name: Employee No.				

**SCHEDULE IV**

**FLEET DEPLOYMENT PLAN**

**Bus Service Area:** Jaisalmer

SN	Route No. & Name	Route Length (In Kms)	No. of Buses	Schedule Trip	Schedule Kms	Origin Bus Stand along with time	Intermediate Bus Stops along with time	Destination Bus Stand along with Time
				Trip 1				
				Trip 2				
				Trip 3				

*Contract Agreement for Procurement, Operation and Maintenance of Buses as Stage Carriage Services in Rural Areas of Jaisalmer, Rajasthan on PPP Basis*

**SCHEDULE V**

**PASSENGER FARE**

Rajasthan State Road Transport Corporation, Jaipur.							
Revised Fare Rate in Rs. Per passenger w.e.f. 17/06/2016							
No.	KMS.	Fare Per seat Per kms		Ordinary Services		Total	Chargeable Amount from Passenger (in Rs.)
		Existing 75Paise	Revised 65Paise	Acc. Comp. Surcharge	HR Surcharge		
1	- 5	5	5				
6	- 10	8	8			6	6
11	- 15	11	13	1		10	10
16	- 20	15	17	1		14	14
21	- 25	19	21	1		18	18
26	- 30	23	26	1	1	23	23
31	- 35	26	30	1	1	28	28
36	- 40	30	34	2	1	33	33
41	- 45	34	38	2	1	37	37
46	- 50	38	43	2	1	41	41
51	- 55	41	47	3	1	48	48
56	- 60	45	51	3	4	54	54
61	- 65	49	55	3	4	58	58
66	- 70	53	60	3	4	62	62
71	- 75	56	64	3	4	67	67
76	- 80	60	68	3	4	71	71
81	- 85	64	72	3	4	75	75
86	- 90	68	77	3	4	79	79
91	- 95	71	81	3	4	84	84
96	- 100	75	85	3	4	88	88
101	- 105	79	89	5	3	92	92
106	- 110	83	94	5	3	100	100
111	- 115	86	99	5	3	105	105
116	- 120	90	102	5	3	109	109
121	- 125	94	106	5	3	113	113
126	- 130	98	111	5	3	117	117
131	- 135	101	115	5	3	122	122
136	- 140	105	119	5	3	126	126
141	- 145	109	123	5	3	130	130
146	- 150	113	128	5	3	134	134
151	- 155	116	132	5	3	139	139
156	- 160	120	136	5	3	143	143
161	- 165	124	140	5	3	147	147
166	- 170	128	145	5	3	151	151
171	- 175	131	149	5	3	156	156
176	- 180	135	153	5	3	160	160
181	- 185	139	157	5	3	164	164
186	- 190	143	162	5	3	168	168
191	- 195	146	166	5	3	173	173
196	- 200	150	170	5	3	177	177
201	- 205	154	174	5	3	181	181
206	- 210	158	179	5	3	185	185
211	- 215	161	183	5	3	190	190
216	- 220	165	187	5	3	194	194
221	- 225	169	191	5	3	198	198
226	- 230	173	195	5	3	202	202
231	- 235	176	200	5	3	207	207
236	- 240	180	204	5	3	211	211
241	- 245	184	208	5	3	215	215
246	- 250	188	213	5	3	219	219
251	- 255	191	217	5	3	224	224
256	- 260	195	221	5	3	228	228
261	- 265	199	225	5	3	232	232
266	- 270	203	230	5	3	236	236
271	- 275	206	234	5	3	241	241
276	- 280	210	238	5	3	245	245
281	- 285	214	242	5	3	249	249
286	- 290	218	247	5	3	253	253
291	- 295	221	251	5	3	258	258
296	- 300	225	256	5	3	262	262
						266	266

## **SCHEDULE VII**

### **SAFETY MANAGEMENT**

#### **1. General Safety Requirements**

- 1.1. The Operator shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Authority all safety requirements related to the Bus Service in accordance with all Applicable Laws.
- 1.2. The Operator shall bear full responsibility for the safety of the Bus Services throughout the Contract Period in accordance with the Contract.
- 1.3. Without prejudice to the Operator's obligation to ensure the safety of the Bus Service, the Operator shall:
  - a) comply with Applicable Laws;
  - b) provide all appropriate measures in the providing Bus Service and maintenance of the Project Facilities to ensure, so far as reasonably practicable, the safety of all passengers, contractors, staff and the general public;
  - c) consult with Authority and adopt the requirements of the emergency services;
  - d) take particular care to ensure safety for all passengers at accesses and exits, while waiting, boarding or alighting and when moving along the Buses; and
  - e) have due regard for the safety of third parties, pedestrians and other road users, in the operation and maintenance of Project Facilities.

#### **2. Safety Planning**

The Operator shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the Authority and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Project, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

#### **3. Safety Management**

The Operator shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.

#### **4. Applicable Laws**

- 4.1. The Operator shall, after prior approval from Authority, implement all alterations to the Bus Service which are required by any Applicable Laws which comes into force after the Execution Date relating to safety.
- 4.2. At the Operator's cost, the Operator, its employees, Sub-Contractors shall comply with the requirements of all relevant Government Instrumentalities relating to safety.

#### **5. Response to Emergencies**



- 5.1. The Operator shall react safely and quickly to emergencies in all aspects of the Project.
- 5.2. The Operator shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.
- 5.3. The Operator shall develop an Emergency Management Plan that sets out its pre-determined actions to providing a response to a major crisis or emergency occurring at the parking spaces used by the Operator, and en-Route Buses (**“Emergency Management Plan”**).
- 5.4. In developing the Emergency Management Plan, the Operator shall adhere the norms of the Authority, Government Instrumentalities, and local authorities during emergency services.
- 5.5. All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
- 5.6. The Operator shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

## **6. Reporting of Incidents**

- 6.1. The Operator shall comply with all Applicable Laws relating to the reporting of accidents, incidents, fatalities, injuries, and dangerous occurrences. The Operator shall liaise with the Authority in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence there.

## SCHEDULE VIII

### VESTING CERTIFICATE

1. The..... (the “**Authority**”) refers to the Contract dated\*\*\* (the “**Contract**”) entered into between the Authority and M/s..... (the “**Operator**”) for ..... (hereinafter called the ‘**Project**’).
2. The Authority hereby acknowledges compliance and fulfilment by the Operator of the handback requirements set forth in Article 23 of the Contract on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Operator in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Operator to rectify and remedy any defect or deficiency in any of the Handback requirements and/or relieving the Operator in any manner of the same.

Signed this\*\*\*day of\*\*\*,2023 at.....

AGREED, ACCEPTED AND SIGNED

For and on behalf of

OPERATOR by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority by:

(Signature)

(Name)

(Designation)

(Address)

2.

**SCHEDULE IX**  
**MONITORING OF BUSES**

Date:

SN	Route	Trips	Bus No.	Odometer Reading at Origin and Destination of the Trip	Schedule Operated Time	and Trip	Scheduled and Operated Kilometres	Passenger Travelled	Revenue	Skipped Designated Bus Stops	Shared Ticket vending Machine Date (Yes/No)	Working and sharing of GPS Data	Occurrence of Accident, Breakdown (if any)
1		Trip 1 (Origin-Destination)		Origin Bus Stand: Destination Bus Stand:	Schedule Start Time: Schedule End Time:	Operated Start Time: Operated End Time:	Scheduled Kms: Operated Kms:	Normal Passengers: Concessional Passengers:	Normal Passengers: Concessional Passengers:				
		Trip 2 (Origin-Destination)		Origin Bus Stand: Destination Bus Stand:									
		Trip 3 (Origin-Destination)		Origin Bus Stand: Destination Bus Stand:									
2		Trip 1 (Origin-Destination)		Origin Bus Stand: Destination Bus Stand:	Schedule Start Time:	Operated Start Time:	Scheduled Kms: Operated Kms:	Normal Passengers: Concessional Passengers:	Normal Passengers: Concessional Passengers:				

***Contract for Procurement, Operation and Maintenance of Buses as Stage Carriage Services in Rural Areas of Jaisalmer, Rajasthan on PPP Basis***

SN	Route	Trips	Bus No.	Odometer Reading at Origin and Destination of the Trip	Schedule Operated Time	and Trip	Scheduled and Operated Kilometres	Passenger Travelled	Revenue	Skipped Designated Bus Stops	Shared Ticket vending Machine Date (Yes/No)	Working and sharing of GPS Data	Occurrence of Accident, Breakdown (if any)
					Schedule End Time:	Operated End Time:							
		Trip 2 (Origin-Destination)		Origin Bus Stand: Destination Bus Stand:									
		Trip 3 (Origin-Destination)		Origin Bus Stand: Destination Bus Stand:									

**SCHEDULE X**

**MONTHLY REPORT**

SN	Route		Passengers Travelled	Revenue Collected	Scheduled No. of Trips	Actual No. of Trips	Scheduled Kms	Actual Operated Kms	Delayed Trips		Reliability		No. of written Complaints	No. of skipped designated Bus Stop	Not Working & Sharing of GPS Data	Remarks ( any other parameters required by the Authority)
	Name	Length							Origin	Destination	No. of Accident	No. of Breakdowns				

**SCHEDULE XI**

**MAINTENANCE LOGBOOK**

SN	Bus No.	Maintenance Category (Preventive or Routine)	Scheduled Maintenance		Maintenance Undertaken		Compliance in accordance with			Remarks i.e. Risk, etc.
			Date	Kms	Date	Kms	Certificate of Fitness (Valid/Expired)	Specifications and Standards (Yes/ No)	Maintenance Manuals of Bus Manufacturers	
1										
2										
3										
4										
5										
6										
7										

**SCHEDULE XII**

**COMPLETION CERTIFICATE**

Date:

1. I/We, ..... (Name of Authority's representative) acting as the Authority's Representative, under and in accordance with the Contract dated .....(the "**Contract**"), for procurement of Buses, Operation and Maintenance of Buses and providing Bus Service on the Routes within the Bus Service Area (the "**Project**") on PPP basis through .....(Name of Operator), hereby certify that the Readiness for Commencement of Bus Service in accordance with the Article 10 of the Contract have been successfully undertaken to determine the compliance of the Project with the provisions of the Contract.
2. It is certified that, in terms of the aforesaid Contract, all works forming part of the Project in relation to commencement of Bus Services have been completed, and the Project is hereby declared fit for entry into operation on this day.

SIGNED, SEALED AND DELIVERED

For and on behalf of

the Authority's Representative by:

(Signature)

(Name)

(Designation)

(Address)