

NOTICE INVITING BID



RAJASTHAN STATE ROAD TRANSPORT CORPORATION
OFFICE OF THE GENERAL MANAGER (B/B) HEAD OFFICE, JAIPUR
TEL No. 0141-2374672 Email:-rsrtc.edeng@gmail.com

NIB NO. RSRTC/ED(Engg.)/Bus Body/2024-25/664 Date: 16.12.24

FOR DEPOTWISE HIRING OF 2x2 AC ELECTRIC FULLY BUILT BUSES WITHOUT INFRASTRUCTURE ON KILOMETER BASIS BID FEES AND IMPORTANT DATES

S. N.	Item Description (Providing of buses)	Estimated quantity of buses to be hired	Cost of Bid documents (Non-refundable) in Rs	Bid processing fee (Non-refundable) in Rs	Bid Security for financial bid. (Refundable) in Rs	Pre-bid meeting date
						Last date of bid submission
1	2	3	4	5	6	7
1.	Hiring of new AC 2x2 Electric Fully Built Buses without infrastructure on Kilometer basis having length Minimum 12 meter	200	11,800/-	2500/-	17,28,000/- per bus	27.12.2024 11:00 Hrs. 28.01.2025 17:00 hrs 30.01.2025 11:00 hrs

Note:-

- All above events will be held at Head office, Rajasthan State Road Transport Corporation (RSRTC), parivahan Marg, Jaipur.
- In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

Depot wise requirement for hiring of new AC 2x2 Electric Fully Built Buses Without infrastructure on Kilometer basis is as under:-

SN	Name of Depot	No. of Buses
1	Bharatpur	30
2	Lohagarh	25
3	Alwar	30
4	Matsya Nagar	25
5	Tijara	25
6	Jaipur	25
7	Deluxe	40
	Total	200

Note:-

1. RSRTC reserves the right to increase or decrease the estimated quantity of the buses to be hired at any stage.
2. The successful bidder will ensure that the buses should be **brand new AC 2X2 Electric Fully Built Bus with minimum length of 12 meter.**
3. These fully built buses shall be strictly procured by the bidder/contractor from Electric Buses manufacturer who have type approval certificate as per bus body code AIS 052 of concerned fully built electric bus as well as bus body builder accreditation compliance certificate as per CMVR.
4. **The bidder has to submit his offer as per the complete requirement of the Depot as mentioned in the above table.**
5. The technical bid without any of or all of the required cost of document/bid processing fees/ BID SECURITY mentioned in column No. 4 to 6 of the above table shall be liable to reject such Bid, for that such Bidder shall be fully responsible.
6. Bid documents can be seen and obtained from: <http://transport.rajasthan.gov.in/rsrtc/>
<http://sppp.rajasthan.gov.in>, & <https://eproc.rajasthan.gov.in>.
7. RSRTC at its sole discretion and without assigning any reasons there of reserves the right to accept or reject any/all Bids at any stage



GENERAL MANAGER (B/B)



**RAJASTHAN STATE ROAD TRANSPORT CORPORATION,
HEAD – OFFICE, PARIVAHAN MARG,
JAIPUR – 302001**

**GENERAL MANAGER (B/B)
TELEPHONE NO. 0141 – 2374672
e-mail:- rsrtc.edeng@gmail.com**

**BID DOCUMENTS FOR HIRING
OF AC 2x2 ELECTRIC FULLY BUILT BUSES
WITHOUT INFRASTRUCTURE
Year 2024-25**

- A. BID FORM.**
- B. NOTICE INVITING BID.**
- C. TECHNICAL BID DOCUMENTS.**
- D. FINANCIAL BID DOCUMENTS & TECHNICAL SPECIFICATION**

About (RSRTC)

RSRTC (Rajasthan State Road Transport Corporation) is the Rajasthan State Government establishment for providing interstate and intercity bus services. Currently RSRTC is the largest intercity bus transport service provider in Rajasthan.

It was established on 1st October 1964 under Road Transport Act 1950, with headquarter in Jaipur. Initially it was started with 421 buses, running forty five thousand kilometers among 8 Depots and carried twenty nine thousand passengers daily. Right now RSRTC has almost 3600 buses and 52 depots which runs approx 13 lacs kilometer and carrying approx 7.5 lacs passengers daily. Currently, RSRTC provide services in Rajasthan, Gujarat, Haryana, Uttar Pradesh, Delhi, Himachal Pradesh, Uttrakhand, Madhya Pradesh, Jammu & Kashmir, Chandigarh and Maharashtra.

At present RSRTC has ordinary, express, deluxe, semi deluxe, Air Condition, A/C sleeper, Volvo and Scania buses in its fleet.

Purpose

Hiring of **AC 2x2 Electric Fully Built Buses Without Infrastructure** in the operational area of depots under the control of RSRTC on kilometer basis.

Bid Document Issuer

General Manager (Bus body), Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur - 302001, Rajasthan

Bid documents can be downloaded from online website <https://eproc.rajasthan.gov.in> and also on the website <http://transport.rajasthan.gov.in/rsrtc/> Or <http://sppp.rajasthan.gov.in>

Price of Bid Document

- a. The price of this Bid Document is Rs 10000/- plus 18% GST extra i.e. Rs 11800/- (Rupee Eleven Thousand Eight Hundred Only). This amount will be Non-Refundable. Bidders have to pay the cost of the Bid Document in the form of Demand Draft (DD) which should be in favor of **“Financial Advisor, Rajasthan State Road Transport Corporation”** payable at **Jaipur**. Document can be downloaded from RSRTC website i.e. <http://transport.rajasthan.gov.in/rsrtc>
- b. Bid Processing Fee Rs 2500/- in the form of Demand draft (DD) in favor of **Managing Director, RISL, Jaipur**. This amount will be Non-Refundable.

Bidding Document

Bidders are advised to study the Bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk & may result in rejection of the bid.

Any clarification required regarding the Terms & Conditions in Bid shall be obtained from Rajasthan State Road Transport Corporation (RSRTC) office.

Bid Submission

The bidders are expected to submit their offers in two parts namely, “**Technical Bid**” and “**Financial Bid**” in the format given in this document.

- i. The requisite fee & Bid Security will be physically submitted in the office of General Manager (Bus Body) One day before (upto 05:00 PM) the date of opening of technical bid. Without submission of fees and Bid Security, the bid will not be opened and treated as rejected.
- ii. **Technical Bid:** All the requested documents along with fee submitted by the firm will be scanned and uploaded on E-BID Portal as mentioned in the NIB.
- iii. **Financial Bid:** Financial Bid forms must be submitted as prescribed format of BOQ.

Bid Submission & Correspondence Submission

General Manager (B/B),

Rajasthan State Road Transport Corporation,
Head Office, Parivahan Marg, Chomu House,
Jaipur - 302001, Rajasthan
Tel No — 0141-2374672

Website: <http://transport.rajasthan.gov.in/rsrtc>
e-mail:- rsrtc.edeng@gmail.com

Eligibility Criteria

The Bidders should be Indian Company(s) registered under the Indian Companies Act, and/or any other legal entity registered in Indian Law / Indian Citizen.. In case of company / firm Registration Certificate to be submitted along with technical bid. The networth should be Minimum Rs. 01crore per bus and if networth is more than 25 crore, both as on date 31.03.2024, then there is no restriction regarding per bus networth.

Blacklisting and Non-Performance – As per Annexure D

Scope of work

- The successful bidder has to provide the **AC 2x2 Electric Fully Built Buses Without infrastructure on hiring basis in the operational area of depots** under the control of RSRTC.
- The successful bidder will ensure that the buses should be **brand new AC 2X2 Electric Fully Built Bus with minimum length of 12 meter**. These fully built buses shall be strictly procured by the bidder/contractor from Electric buses manufacturer who have type approval certificate as per bus body code AIS 052 of concerned fully built electric bus as well as bus body builder accreditation compliance certificate as per CMVR.
- **The bidder has to submit his offer as per the complete requirement of the Depot as mentioned in the table of Bid Form.**
- RSRTC reserves the right to increase or decrease the estimated quantity of the buses to be hired at any stage.
- **RSRTC may transfer the buses from origin depot to another depot where rates are lower than origin depot after consent of bidder.**
If bidder gives consent to transfer the buses than after transfer of buses, rates will be applicable equivalent to lowest rates of that depot.
For instance, “if any bidder bids for SIKAR depot (Source Depot) at 50.00 Rs per KM and he agrees to transfer buses to BIKANER (Target Depot) depot where lowest rates is 45.00 Rs per KM than that bidder will get 45.00 Rs per KM instead of 50.00 Rs per KM. from the date of operation of his buses in BIKANER depot (target Depot).”
- Initially the period of the contract will be **Ten years** or **14 Lac Kms** which ever is later . The contract period can be **extended for Two-year (One Year + One Year)** subject to condition of bus, fitness and satisfactory service given by the successful bidder and need for RSRTC of the hired bus. The extended period can **not be more than Two year**.
- **Inspection will be done by RSRTC Engineering Team after every 02 Year of bus operation of each bus.**

- **Reconditioning of each Bus will be done by the bidder on completion of 06 years or 07 Lac. Kilometer, which ever is earlier.**
- **The hired buses will be operated on any route and under the control of any depot of RSRTC. The bus fleet of an operator in a depot will be operated on an average 400 KM. or above per day in a month. Monthly bill will be made on the basis of fleet and payment will also be made on fleet basis. For the calculations of average Km of fleet of an operator, in a month, total operated Km for all bus will be divided by the total operated days of all bus of an operator.**

A-BID FORM

BID FORM FOR DEPOTWISE HIRING OF 2x2 AC ELECTRIC FULLY BUILT BUSES WITHOUT INFRASTRUCTURE ON KILOMETER BASIS BID FEES AND IMPORTANT DATES

Schedule of Bidding Activities

S. N.	Item Description (Providing of buses)	Estimated quantity of buses to be hired	Cost of Bid documents (Non-refundable) in Rs	Bid processing fee (Non-refundable) in Rs	Bid Security for financial bid. (Refundable) in Rs	Pre-bid meeting date
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1.	Hiring of new AC 2x2 Electric Fully Built Buses without infrastructure on Kilometer basis having length Minimum 12 meter	200	11,800/-	2500/-	17,28,000/- per bus	27.12.2024 11:00 Hrs. 28.01.2025 17:00 hrs. 30.01.2025 11:00 hrs.

Note:-

- All above events will be held at Head office, Rajasthan State Road Transport Corporation (RSRTC), parivahan Marg, Jaipur.
- In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

Depot wise requirement for hiring of new AC 2x2 Electric Fully Built Buses Without infrastructure on Kilometer basis is as under:-

SN	Name of Depot	No. of Buses
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6	Jaipur	25
7	Deluxe	40
	Total	200

Note:-

- RSRTC reserves the right to increase or decrease the estimated quantity of the buses to be hired at any stage.
- The successful bidder will ensure that the buses should be **brand new AC 2X2 Electric Fully Built Bus with minimum length of 12 meter.**

3. These fully built buses shall be strictly procured by the bidder/contractor from Electric Buses manufacturer who have type approval certificate as per bus body code AIS 052 of concerned fully built electric bus as well as bus body builder accreditation compliance certificate as per CMVR.
- 4. The bidder has to submit his offer as per the complete requirement of the Depot as mentioned in the table of bid form.**
5. The technical bid without any of or all of the required cost of document/ fees/ BID SECURITY mentioned in column No. 4 to 6 of the above table shall be liable to reject such Bid, for that such Bidder shall be fully responsible.
6. Bid documents can be seen and obtained from:
<http://transport.rajasthan.gov.in/rsrtc/> [http://sppp.rajasthan.gov.in,](http://sppp.rajasthan.gov.in) &
<https://eproc.rajasthan.gov.in>.
7. RSRTC at its sole discretion and without assigning any reasons there of reserves the right to accept or reject any/all Bids at any stage.

B - NOTICE INVITING BID



RAJASTHAN STATE ROAD TRANSPORT CORPORATION

Parivahan Marg, Chomu House, Jaipur-302001 (Raj.), Telephone No. 0141-2374672
e-mail:- rsrtc.edeng@gmail.com

No. F5/HO/EDE/BB/24/664

Date: 16.12.2024

NOTICE INVITING BID

**Depot Wise Hiring of AC 2x2 Electric Fully Built Buses Without
infrastructure on Km. Basis in RSRTC**

Online Bids in the prescribed form are invited for depot wise hiring of the new AC 2x2 Electric Fully Built Buses without infrastructure as per the RSRTC specification on kilometer basis. The detailed information of the Bid will be available at RSRTC website- <http://transport.rajasthan.gov.in/rsrtc/>, <http://sppp.rajasthan.gov.in> and also on <https://eproc.rajasthan.gov.in>

Online Bids will be accepted on <https://eproc.rajasthan.gov.in> till 28.01.2025 17:00 hours and will be opened on 30.01.2025 at 11:00 Hrs. in the office of the undersigned.

**Sd/-
General Manager (B/B)**

IMPORTANT DATES

1.	Issue Date	16.12.2024
2.	Published Date	17.12.2024
3.	Bid Document Download Start Date	17.12.2024
4.	Pre-bid Meeting	27.12.2024
5.	Bid Submission Start Date	13.01.2025
6.	Last Date of Technical Bid Submission Date	28.01.2025
7.	Technical Bid Opening Date	30.01.2025

C. TECHNICAL BID DOCUMENTS

FOR HIRING OF
AC 2x2 ELECTRIC FULLY BUILT BUSES WITHOUT
INFRASTRUCTURE
2024-25

- I. TECHNICAL BID APPLICATION**
- II. GENERAL CONDITIONS RELATED TO TECHNICAL CAPABILITY**
- III. INFORMATION OF BIDDER SCHEDULES “A” & ANNEXURE “A” TO “H”**

I- TECHNICAL BID APPLICATION

To,
 The General Manager (B/B)
 Rajasthan State Road Transport Corporation
 Head-Office, Parivahan Marg,
 JAIPUR-302001.

Ref: BID NOTICE for HIRING of AC 2x2 Electric Fully Built Buses Without infrastructure on kilometer basis.

Dear Sir,

Having examined the Bid Documents, I/we are hereby submitting all the necessary information and relevant cost of documents, fees and BID SECURITY for pre-qualifying & consideration of financial bids for providing the **AC 2x2 Electric Fully Built Buses minimum length 12 meter without infrastructure, on kilometer basis** as per specifications and design of RSRTC in the following Depots:-

S. N.	Name of Depot	Number of Buses
1		
2		
3		
4		
5		
6		
7		

The application is signed by me/ us on behalf of _____ (legal entities) in the capacity of _____ duly authorized to submit the offer. The scanned copy of authorisation letter duly verified /certified by the notary public is attached herewith.

- We are also submitting our financial bid through online portal for the works indicated above. We understand that Corporation reserves the right to reject any bid without mentioning any reason at any stage.
- The demand drafts as details given below are enclosed herewith:-

S.No.	Particulars	Amount in Rs.	DD/BG No. & Date	Bank Name
1	Cost of Bid documents	11,800/-		
2	Bid processing fee	2500/-		
3	Bid Security for financial bid (17,28,000/-per bus)			
	Total BID SECURITY Amount			

- I/We hereby also submit that we have carefully read all the terms, conditions & instructions mentioned in this Bid documents and we ensure to comply with the same.

Dated _____

Signature of the Bidder with stamp

Signature & seal of the bidder

Enclosures:

1. Sealed envelope consisting of Fee Documents (bid documents fee, bid processing fee & bid security/Bid Security) should be submitted in physical form One day before (upto 05:00 PM) the date of opening of Technical Bid .
On the top of the sealed envelope, the following should be mentioned:
 - (i) Bid ID
 - (ii) Name of Bid Item
 - (iii) Bidder Name
 - (iv) Last date of Bid Submission

Note:-

1. All the technical bid documents along-with all fees (bid documents fee, bid processing fee & bid security) shall be uploaded only in e-procurement portal. No hard copy of technical bid documents will be accepted except fees documents.
2. Without Submission of fees documents One day before (upto 05:00 PM) the date of opening of technical bid, bid will be liable to reject.
3. Bidder shall submit / upload the bid in e-procurement portal with its own DSC(Digital signature certificate) only.

II. GENERAL CONDITIONS RELATED TO TECHNICAL CAPABILITY

INTRODUCTION

To judge the capability of the Bidder who are willing to undertake the service of hiring of new AC 2x2 Electric Fully Built Buses minimum length 12 meter, without infrastructure, on kilometer basis in the operational area of depot under the control of RSRTC. The list of Depot wise Tentative Requirement of vehicles can be seen along with this Bid document. Certain technical and financial information is required to be furnished so as to consider the financial bid of such Bidder.

TECHNICAL CAPABILITY

- a. For hiring of new buses consortium will be allowed on the following conditions:-

The Bidders are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members cannot exceed three, including the Lead Member.
2. Consortium can comprise of a combination of OEM /Bus Operator/ Financers. OEM shall be mandatory part of Consortium bidding. OEM shall be an Indian manufacturer of the electric bus having a manufacturing facility in India on its own name.
3. Lead Member can be OEM/Bus Operator/Financer in case of consortium. Associate of OEM/Operating subsidiary of OEM can participate in the bid process using the credentials of its Parent / Subsidiary.

Associate (Parent / Subsidiary) Criteria: In evaluating the Qualifications Criteria of the Bidder, aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted. For the purpose hereof, the word “Associate” shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent/Holding Company) or is controlled by the Bidder (i.e. subsidiary).

- i. As used here, the expression “control” means, with respect to bidding firm, which is a company,

- ii. The ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 50% of the voting shares/shareholding of the firm in question, OR
 - iii. the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
4. In case of single bidder, it shall be an OEM/Operating subsidiary of OEM/Associate of OEM.
 5. Lead Member shall be responsible to RSRTC and for discharging all responsibilities related to the bid process and the Project.
 6. OEM/Financial Aggregator/Operator are not allowed to submit multiple bids.
 7. Members of the Consortium shall commit to hold the equity stakes in the SPV which are in line with the requirements of NIB Document.
 8. (In case of 2 (two) Consortium member Majority Stake of Lead Member should be greater than equal to 51%; In case of 3 (three) Consortium member Majority Stake of Lead Member should be greater than or equal to 34 %). The nomination(s) shall be supported by a Power of Attorney as per Annexure G.
 9. The members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Bid.
 10. The Lead Member will submit the Proposal. The Lead Member and all the members of Consortium OR SPV will sign the Contract with RSRTC.
 11. All the members of consortium including SPV shall be jointly and severally responsible for the execution of the contract.
 12. In case of a Consortium Bid, the Lead Member would need to submit the Consortium Declaration in the format provided in Annexure H of the NIB. The Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating their scope of work and relationship. Such Agreement should be prepared on a stamp paper of requisite value
 13. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing

- Director/Delegate duly authorized by Board resolution of the Companies.
14. Each Consortium member shall execute and submit along with the Technical Proposal, a registered power of attorney in the format provided in Annexure G of the NIB in favour of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary for the performance under the contract.
 15. The Consortium Agreement shall provide the following information in respect of the Consortium members that the Bidder will engage to provide any of the services required under this NIB.
 1. Brief description of nature of products/services to be provided by Consortium member;
 2. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
 3. Date, form and state of incorporation of Consortium member;
 4. Company Principals (Name, title and business address)
 16. The Consortium Agreement by the Lead Member and Consortium member(s) should also be addressed to the RSRTC clearly stating that the Agreement is applicable to the contract executed out of this NIB and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of coordination and smooth execution of job under the contract will be with the Lead Member.
 17. The Lead Member shall be solely liable to and responsible for all obligations towards RSRTC for performance of works/services including that of its partners/sub-contract or so any other directly or indirectly appointed to or related to the bidder(s) for this bid under the contract.
 18. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Agreement Period.

Special Purpose Vehicle

The Selected Bidders shall promote and incorporate a Special Purpose Vehicle (SPV) with its consortium members only under the Companies Act, 2013 prior to execution of the Agreement. The

SPV formed shall be then responsible for undertaking the Project and will enter into Agreement with the Authority. The following points may be noted in regard to formation of SPV:

1. Bidders shall form a SPV for implementing the Project.
2. In case Bidder is a single entity, it may form an appropriate Special Purpose Vehicle to execute the project.
3. The members of a Consortium (not more than three) shall form an appropriate SPV to execute the Project, if awarded to the Consortium. It shall in addition to forming an SPV shall comply the following:
 - **In case of 2 Consortium members-** Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have a majority equity share holding of greater than equal to 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney as per Annexure H.
 - **In case of 3 Consortium Members-**Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have a majority equity share holding of greater than equal to 34% (thirty-four per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney as per the Annexure H
4. The OEM should have registered office in India.
5. Any non-compliance with the above- mentioned provisions by the selected bidder (s) with regards to shareholding requirement during the contract period, and failure to remedy such noncompliance within 30 (thirty) days from the date of authority’s notice in this regard shall constitute an event of default, which shall entitle the authority to terminate the agreement in accordance with the provisions mentioned.
6. Notwithstanding anything stated elsewhere in these documents, the Authority shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority. A Bidder may be disqualified if it is determined by the Authority, at any stage of the process, that the Bidder is unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as given by the Authority.

- b.** If the Bid is made by a firm in partnership/proprietary, then, it shall be signed by the authorized partner of the firm indicating their full names and addresses. A certified copy of the partnership deed along with duly attested authorisation letter from notary public may also be enclosed. Such partnership firm has to furnish evidence of its existence before the contract is awarded.
- c.** If the Bid is made by a Limited Company; it should be signed by the Authorized person, holding the Authority Letter An for signing the documents like Bid & agreement etc. A certified copy of the Authority Letter must also be enclosed with the Bid documents. Such Limited Company will be required to furnish evidence of its existence before the contract is awarded.
- d.** In case of consortium, make sure to follow the conditions mentioned as above at point No. “a”.
- e.** **The bidder has to submit his offer:-** As per the complete requirement of the Depot as mentioned in the table of Bid Form.
RSRTC may transfer the buses from origin depot to another depot where rates are lower than origin depot after consent of bidder.
If bidder gives consent to transfer the buses than after transfer of buses, rates will be applicable equivalent to lowest rates of that depot.
For instance, “if any bidder bids for SIKAR depot (Source Depot) at 50.00 Rs per KM and he agrees to transfer buses to BIKANER (Target Depot) depot where lowest rates is 45.00 Rs per KM than that bidder will get 45.00 Rs per KM instead of 50.00 Rs per KM. from the date of operation of his buses in BIKANER depot (target Depot).”
- f.** The Bid document cost of Rs. **11,800/-**, to be submitted in the form of demand draft in favor of **F.A., RSRTC, Jaipur** which is non-refundable. The said demand draft has to be submitted One day before (upto 05:00 PM) the date of opening of technical bid and scanned copy of the same will be uploaded with the Technical Bid documents.
- g.** The processing fee of Rs. **2500/-**, to be submitted in the form of demand draft in favor of **Managing Director, RISL, Jaipur**, which is non-refundable. The said demand draft has to be submitted One day before (upto 05:00 PM) the date of opening of technical bid and scanned copy of the same will be uploaded with the Technical Bid documents. Without submission of this bid processing fees in original in the office of General Manager (Bus

Body) RSRTC Head Office Jaipur, the Bid shall be liable to rejection.

- h.** The Bid Security of Rs. 17,28,000/- per bus in the form of SINGLE Demand Draft/ Irrevocable Bank Guarantee in favor of **F.A., RSRTC, Jaipur**, valid for ONE YEAR from the last date of bid submission, pledged in favor of **F.A., RSRTC, Jaipur** (Refundable). The said Demand Draft / Irrevocable Bank Guarantee has to be submitted One day before (upto 05:00 PM) the date of opening of technical bid and scanned copy of the same will be uploaded with the Technical Bid documents. Without submission of the BID SECURITY, the Bid shall be liable to rejection.
- i.** The **BID SECURITY of Rs. 17,28,000/-** per bus shall be multiplied by number of buses offered in the bid. The BID SECURITY amount shall be submitted in form of single Demand Draft (DD)/BG. Multiple number of DD shall not be accepted. Also the name in DD/Bank guarantee should be identical with the Name of Bidder. Failing which the Financial Bids will not be opened even after acceptance of Pre-Qualification Evaluation.
- j.** The information required in respect of the bidder to be furnished mandatory in the document attached with the Technical Bid in schedules “A” & Annexure “A” to “H”.
- k.** Each page of the Technical bid documents should be signed by the Bidder with stamp. Incomplete and Conditional bid will be rejected.
- l.** In case the Bidder deliberately hides/ gives incorrect information about their working capacity and performance or if they have been black listed or debarred by another STU, RSRTC will be free to take appropriate action against such defaulting firms.
- m.** Before submission of the bid for solving the grievance during bidding process, a pre-bid meeting will be called on the date mentioned in the bid form.

The Managing Director, RSRTC fully reserves the right to accept or to reject any of the pre-qualification Bid or full Bid received and will also not be liable to explain the reason to any body for the decision taken by the Corporation.

CHANGES IN THE BIDDING DOCUMENT

At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below-

- a) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall upload such modification or clarification in the same portal as the uploaded the initial bidding document.
- b) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

COST & LANGUAGE OF BIDDING-

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at website.
- b) Bids withdrawn shall not be opened and processes further.

Evaluation Criteria

The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement i.e. hiring of Electric buses without infrastructure on kilometer basis.

Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of Rs. 1000/- only and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

Governing Law; Dispute Resolution

Any dispute/objection regarding the conditions mentioned in all the Bid/contracts/agreements issued by the corporation shall be filed in the competent court located in Jaipur.

Notice

Any notice required to be given shall be in writing and delivered personally or by a nationally recognized overnight courier service, or mailed by certified or registered mail, return receipt requested, to the other party at its address.

DISQUALIFICATIONS OF BID

- a. RSRTC may, for reasons to be recorded in writing, cancel the process of BID initiated by it -
 - i. at any time prior to the acceptance of the successful bid; or
 - ii. after the successful bid is accepted in accordance with sub-rules (d) and (e).
- b. RSRTC shall not open any bids or proposals after taking a decision to cancel the BID.
- c. If the bidder whose bid has been accepted as successful, fails to sign any written contract as required, or fails to provide any required security for the performance of the contract, the RSRTC may cancel the BID process.
- d. If a bidder is convicted of any offence under the Act, the RSRTC may-
 - i. cancel the relevant BID process if the bid of the convicted bidder has been declared as successful but no contract has been entered into;
 - ii. rescind the relevant contract or forfeit the payment of all or a part of the contract value if the contract has been entered into between the procuring entity and the convicted bidder.
- e. A BID process, once cancelled, shall not be reopened. However, this shall not prevent RSRTC from initiating a new BID process for the same BID, if required.
- f. The information submitted by the bidder is found false and misrepresentation or
- g. The information submitted by the bidder was materially in-accurate or incomplete.

General Manager (B/B)
RSRTC, Head Office, Jaipur

III. Information of bidder (SCHEDULE “A”)

1.	Name of Bidder				
	Legal Identity of the bidder (Individual/Proprietary/Joint venture/consortium/Partnership Firm/ Pvt. Ltd. Co., etc.)				
2	Residence/ Office address with Pincode				
	Contact Detail				
	Mobile No.				
	E-mail address				
3	Name as per Bank Account				
	Bank Name & Branch				
	Bank Account No.				
	IFSC Code				
	GST No.				
	PAN for TDS				
4	Type of coaches/buses held with numbers.				
5	Year of incorporation (attach copy of certificate of registration)				
6	Net Worth.				
7	Name of Authorized person				
8	Name of Depots applied for				Total No of buses
9	No. of Buses applied for				

Note:- If Bidder applied in INDIVIDUAL capacity then copy of AADHAR card should be attached, in any other capacity Certificate of Registration shall be attached with Bid documents.

Annexure A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a) have controlling partners/ shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them;
or
- c) have the same legal representative for purposes of the Bid; or

- d)** have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e)** the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f)** the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g)** Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to RSRTC to provide AC 2X2 Electric buses without infrastructure on hiring basis in response to RSRTC Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up , not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications 'to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Annexure C

Grievance redressal during procurement process:

- (A) The Designation and Address of First Appellate Authority is Managing Director, RSRTC, Parivahan Marg, Chomu House, Jaipur.
- (B) The Designation and Address of Second Appellate Authority is Chairman, RSRTC, Parivahan Marg, Chomu House, Jaipur.
- (C) In case, the Chairman, RSRTC and Managing Director, RSRTC is held by same person then first appellate authority will be Chairman & Managing Director, RSRTC and second appellate authority will be Board of Directors, RSRTC.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality .

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees five Thousand and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect document, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
(See rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof.....
Before the..... (First / Second Appellate Authority)

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

Place
Date
Appellant's Signature

ANNEXURE ‘D’

DECLARATION BY BIDDERS REGARDING QUALIFICATIONS

In relation to my/our Bid submitted to RSRTC to provide AC 2X2 Electric bus without infrastructure on hiring basis in response to RSRTC Notice Inviting Bids No..... Dated we hereby declare that:

- 1. Declaration by the Bidder under Section 7 and 11 of the RTP Act
 - i. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bid Document issued by the Procuring Entity.
 - ii. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bid Document.
 - iii. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have ourCraneiness activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
 - iv. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
 - v. We do not have a conflict of interest as specified in the RTP Act & Rules and this Bid Document, which materially affects fair competition.
 - vi. We have complied and shall continue to comply with the Code of Integrity as specified in the RTP Act & Rules, and this Bid Document, till completion of all our obligations under the Contract.

2. Declaration by Bidder (For not being blacklisted)
We, the undersigned declare that our firm have not been blacklisted by any of STU’s/Govt. of India / State Government/ Public sector during last three financial year 2021-22,2022-23, 2023-24 and till bid submission date undertaking for breach of contract.

3. Declaration by Bidder (For not being bankruptcy and insolvent)
We, the undersigned declare that our firm have not been Bankruptcy /insolvent by any of Govt. bank / private bank.

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

Signed: _____ Name: _____

In the capacity of: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____ Tel: _____ Fax: _____ e-mail: _____

Date: _____ Signature of Bidder:

Place: _____ Name:

Designation: _____ Address:

ANNEXURE ‘E’

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

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

.....[E-mail address of Issuing Branch and contact number]

Beneficiary: [insert Name and Address of Procuring Entity]

Date: [insert date]

BANK GUARANTEE No.: [insert number]

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

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in NIB or
- (b) having been notified during the period of bid validity specified in the Instruction to Bidder(ITB), about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time period specified in the NIB, or
 - (ii) failed or refused to furnish the performance security, in accordance with General Condition of Contract (GCC) within the time period, or
- (c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the General Condition of Contract (GCC).

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

- (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of the Bidder's bid. Consequently, any demand for payment under this guarantee must be received by us at the office

on or before that date. Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of

[insert name of the Bank]

Dated on day of, [insert date of signing] Bank's Seal _____ [affix seal of the Bank]

ANNEXURE ‘F’
Format of Bank Guarantee for 5% Performance Security
Performance Security
(to be given by a Nationalised Bank)

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

.....[E-mail address of Issuing Branch and contact number]

Beneficiary: [Name and Address of Procuring Entity]

Date:

Performance Guarantee No.:

We have been informed that [name of the Supplier] (here in after called "the Supplier") has entered into Contract No/PO/LOI. [reference number of the Contract] dated with , for the supply of [name of contract and brief description of the Goods and Related Services] (here in after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

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

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

Seal of Bank and Authorized Signature(s)

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

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

Notes:

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

Signature & seal of the bidder

ANNEXURE ‘G’

Format for JV/Consortium Agreement
(to be executed by the Members)

(On Non – judicial stamp paper of requisite value and document duly attested by notary public)

THIS CONSORTIUM AGREEMENT ("Agreement") is entered into on this ____ Day of _____ 202____

AMONGST

1. _____ with its registered office at (referred to as the First Part which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. _____ with its registered office at (referred to as the Second Part which expression will, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the FIRST [and] SECOND, are collectively referred to as the Parties and each is individually referred to as a Party.

WHEREAS

- (A) Rajasthan State Road Transport Corporation (referred to as the RSRTC which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Proposals) by its Notice inviting bid No. [____] dated [____] (the NIB) for Hiring of AC 2x2 Electric Fully Built Buses”,
- (B) 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 NIB & subsequent Corrigendum.
- (C) It is a necessary condition under the NIB that the Members will enter into a Consortium Agreement and furnish a copy of it with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the NIB.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a Consortium (the Consortium) for the purposes of jointly participating in the Bid Process for the Project. NIB for Selection of Agency(ies) for Hiring of AC 2x2 Electric Fully Built Buses
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other Consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

- 3.1 The Parties agree that they have examined in detail and understood the terms and satisfied themselves regarding the contents of the NIB.

4. Role of the Parties

- 4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

5. Shareholding in the SPV

Signature & seal of the bidder

5.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

5.2 The Parties undertake that a minimum of 34% (thirty four per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the Project, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification for the Project in terms of the NIB.

5.3 The Parties undertake that each of the Parties specified in Clause 5.2 above shall, at all times hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

5.4 The Parties undertake that they shall always collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV until the Project.

5.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6. Representations of the Parties

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

- (a) Such Party is duly organized, 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 authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor 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 Authority of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and applicable to it; NIB for Hiring of AC 2x2 Electric Fully Built Buses
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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 Authority of such Party's knowledge, threatened to which it or any of its Associates 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 fulfillment of its obligations under this Agreement.

7. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Consortium Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated in case the Consortium is not selected as the Selected Bidder or upon return of the Bid Security by Authority to the Bidder, as the case may be.

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 the PARTY OF THE FIRST
PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For
and on behalf of the PARTY OF THE SECOND
PART by:
(Signature)
(Name)
(Designation)
(Address)

In the presence of
1.

2.

ANNEXURE ‘H’

Consortium Declaration

(Company letterhead)

[Date]

To,

General Manager (Bus Body)

Rajasthan State Road Transport Corporation

Parivahan Marg,

Jaipur- 302001

Sub: Declaration on Consortium

NIB Reference No:

Dear Sir,

I / We as Lead Member of the Consortium, hereby declare the Roles and Responsibilities of the Consortium members:

Sr. No.	Member	Role	Responsibilities
1			
2			
3			

I / We understand that as Lead Member, I / We are responsible for AC 2x2 Electric buses providing on hiring Basis at RSRTC as per the scope of work provided in the NIB document.

I / We understand that as Lead Member, I / We possess majority of the stake in this Project. I / We understand that stake is calculated based on roles and responsibilities declared for the Consortium in the Bid and the associated pricing declared in the Financial Proposal. I / We understand that if this information / declaration are found to be false or incorrect, the RSRTC reserves the right to reject the Bid or terminate the Contract with us immediately without any compensation to us.

Yours faithfully,

Authorized Signatory of the Lead Member

Designation

Date

Time

Seal Business Address

D. FINANCIAL BID DOCUMENTS

**FOR HIRING OF AC 2x2 ELECTRIC FULLY BUILT BUSES
WITHOUT INFRASTRUCTURE ON KILOMETER BASIS FOR 2024-25**

- I. INSTRUCTIONS FOR BIDDERS**

- II. TERMS & CONDITIONS OF FINANCIAL BID**

- III. SCHEDULE OF RATES (BOQ)**

- IV. FORMAT OF AGREEMENT**

- V. SPECIFICATIONS OF THE BUS.**

I. INSTRUCTION FOR THE BIDDERS

1. INSTRUCTIONS:

- a) Bid will be submitted online alongwith scanned copies of DD/BG of required Cost of Bid Documents/fees/BID SECURITY & schedule/annexures duly signed and stamped on each page by the Bidder with stamp on the due date and time.
- b) Before the submission of Bid, the Bidder must read all the Bid documents with relevant instructions and fill in the blank in it and the schedule annexed thereto.
- c) The each page of Technical and Financial bids with related terms & conditions must be signed with stamped by the bidder as token of their acceptance (including SCHEDULE/ANNEXURES duly filled in all respects) should be submitted as per the instructions given below otherwise the bid will be liable for rejection.

2. GENERAL CONDITIONS:-

Bidder should refer to the general conditions and in particulars to those relating to completion of contract agreement and security deposit.

- a) The Bidder must quote his rate for hiring of electric buses without infrastructure, as per Schedule (BOQ) enclosed.
- b) The Bidder must quote his **rate per bus per Km. including all taxes and expenses etc.** (for each depot in which the bidder wishes to provide his bus) **without infrastructure** specified on the schedule (BOQ) in figures as well as in words.

Without Infrastructure – Behind the Meter Power (High Tension Line, Transformer) and Land will be provided by RSRTC at depot headquarter but low tension line, depot infrastructure, bus charger and charger related infrastructure etc. required for the operation of electric buses, to be hired in the RSRTC operational area, shall be arranged by the bidder. **Electricity Charges** will be borne by the Bidder. All other expenses related to bus maintenance, insurance, damage etc. shall be borne by the bidder.

- c) Allocated land and behind the meter Power (HT Line and Transformer) arrangement may be shifted to another location in future as per RSRTC requirement but the same will be arranged by RSRTC as earlier i.e. land and behind the meter power.

- d) The electric buses shall be capable to operate minimum 250 km. in single charge without opportunity charging on actual condition with GVW and Air Conditioning and other sub system operational.
- e) If buses will operate on **a trip of less than 225 km. than NO time** will be allowed/given for opportunity charging.
- f) Opportunity charging shall be provided in-between trips (Opportunity Charging of maximum 120 minutes shall be allowed/given in between trips i.e. at the end of each trip and the bidder must supply an electric bus model accordingly) without affecting the schedule.
- g) Trip of more than 225 km distance, If on-route opportunity charging is required than maximum time allowed for opportunity charging shall be 30 minutes for each trips (i.e up-down trip).
- h) After completion of a schedule operated by bus, for charging, maintenance, bus checking, bus washing etc. related activities, maximum 06 hours will be allowed for a bus, after that duty will be assign to bus on schedule for operation.
- i) **The SRT, toll tax and permit fee of the hired buses shall be borne by RSRTC.** Presently there is GST not paid on these services. In future if GST will be applied on these services, then GST will be reimbursed by RSRTC. In case payment of GST made by the firm to the Govt., on production of GST payment proof for the hired bus of operational period in RSRTC.
- j) No variations in the rates such mistake, misunderstanding etc. will be allowed on any ground after the Bid has been submitted.
- k) Bidders are prohibited from making any addition or alterations in the descriptions mentioned in the rate schedule or in the column.
- l) The Bidders are requested not to subject their Bids to hedging conditions such as 'offer subject to the availability of buses', 'offer subject to confirmation at the time of order', 'rates subject to market fluctuations, offer exfrier stock etc. as such conditions shall disqualify the Bid.
- m) **RSRTC may transfer the buses from origin depot to another depot where rates are lower than origin depot after consent of bidder.**
If bidder gives consent to transfer the buses than after transfer of buses, rates will be applicable equivalent to lowest rates of that depot.
For instance, “if any bidder bids for SIKAR depot (Source Depot) at 50.00 Rs per KM and he agrees to transfer buses to BIKANER (Target

Depot) depot where lowest rates is 45.00 Rs per KM than that bidder will get 45.00 Rs per KM instead of 50.00 Rs per KM. from the date of operation of his buses in BIKANER depot (target Depot).”

- n) No change in the schedules of hiring of buses will be entertained by the Corporation. However, considerations on any point in dispute, will be given by the Managing Director, at his discretion on merits of each case.

3. BID SECURITY:

A sum of Rs. 17,28,000/- per bus in the form of SINGLE DD in favor of F.A. RSRTC, Jaipur or Irrevocable Bank Guarantee/ valid for ONE YEAR from the last date of bid submission, pledged in favor of FA RSRTC giving reference of the Bid Number should be paid as Bid Security Alongwith Pre-Qualification Technical Bid. The BID SECURITY of Rs. 17,28,000/- per bus shall be multiplied by number of buses offered in the bid. The BID SECURITY amount shall be submitted in form of single Demand Draft (DD). Multiple number of DD shall not be accepted. Also the name in DD/Bank guarantee should be identical with the Name of Bidder.

In case of non receipt of BID SECURITY as above with PRE-QUALIFICATION TECHNICAL BID, Financial Bid shall not be considered for OPENING, even if the firm is technically qualified. Bid received without BID SECURITY shall not be considered on any ground. Bid Security in the form of CHEQUES etc. will not be accepted. No interest shall be allowed on this deposit.

The Bid Security of successful bidder may be adjusted in performance security.

Bid Security deposited will be forfeited if :-

- a) The Bidder fails to deposit the required performance security deposit as prescribed in the Bid.
- b) Bid is withdrawn within the period of its validity of ONE YEAR from the date of opening of the Bid.

BID SECURITY OF UNSUCCESSFUL BIDS:

Bid Security deposited by the unsuccessful Bidders will be returned as soon as possible after the Bid has been settled / finalized.

4. **ACCEPTANCE OF BID:**

The corporation is not bound to accept the lowest or any Bid, neither to assign any reasons for rejection of the Bids. The Bidder or his part is bound by his offer in part or whole at the option of the Corporation.

5. RSRTC reserves the right to increase/decrease, quantity or to reject any Bid condition/all Bids and/or carry out any amendments in the Bid without assigning any reason thereof.

6. **DISCHARGE OF BID CONDITIONS:**

The Managing Director reserves to himself the right to reject any Bid at any stage or time which does not confirm to any of the above mentioned instructions or which does not accept the conditions lay down by RSRTC.

II. TERMS & CONDITIONS OF FINANCIAL BID

These conditions should be read very carefully by the Bidders while filling in their Bids:-

- A.** In the following general conditions and broad specifications and expression "CORPORATION" shall mean RAJASTHAN STATE ROAD TRANSPORT CORPORATION. The Managing Director shall be the Managing Director of RAJASTHAN STATE ROAD TRANSPORT CORPORATION, JAIPUR. The contractor shall mean the person or persons, company or firm, whose Bid shall be accepted by the Corporation. The "work" comprising of or referred to in these conditions, specifications, drawings and schedules of prices, which are intended to be executed and performed by the Contractor. The singular number shall include the plural and masculine gender shall include the feminine. The specifications are intended to be explanatory of the work required to be done but should any discrepancies or omissions, appear or any misunderstanding arises, with regard to intention/ meaning of anything contained in the specifications, the explanation of the Managing Director shall be final and binding on all the parties.
- I.** Bid must be submitted online with duly signed and stamped of the bidder on each page be submitted in the office of **General Manager (B/B)**.
- II.** Financial Bids should be submitted before the prescribed date & time online/through hard copy and must be accompanied by BID SECURITY of **Rs. 17,28,000/- per bus** for Hiring of new AC 2x2 Electric Fully Built Buses minimum 12 meter length without infrastructure, in the form of DD in favor of **F.A., RSRTC, Jaipur/ IRREVOCABLE BANK GUARANTEE, valid for ONE YEAR** from the last date of bid submission, **pledged in favor of FA RSRTC (Refundable)** separately alongwith TECHNICAL PRE-QUALIFICATION DOCUMENTS IN SEPARATE ENVELOPE ONLY, of the Bid Form. **The BID SECURITY of Rs. 17,28,000/- per bus shall be multiplied by number of buses offered in the bid.** The BID SECURITY amount shall be submitted in form of single Demand Draft (DD). Multiple number of DD shall not be accepted. Also the name in DD/Bank guarantee should be identical with the Name of Bidder *Failing which the Financial Bids may not be opened even after acceptance of Pre-qualification Evaluation.*

No interest will be paid on Bid Security. The Bid Security in the form of CHEQUES etc. shall not be accepted.

- III. Letter of Intent (LOI) will be given to the successful Bidder after finalization of the Bid. On receipt of LOI the successful Bidder will submit the detailed plan regarding procurement of Electric buses as per RSRTC specification & design from the electric bus manufacturer who have bus code accreditation certificate and latest/prevaling Type approval certificate as per AIS 052 and CMVR.
- IV. The successful bidder will ensure that the buses should be **brand new AC 2X2 Electric Fully Built bus with mimnimum length of 12 meter**. These fully built buses shall be strickly procured by the bidder/contractor from electric buses manufacturer who have type approval certificate as per bus body code AIS 052 of concerned fully built electric bus as well as bus body builder accreditation compliance certificate as per CMVR.
- V. The Final stage inspection of the bus shall be carried out by General Manager (Quality Control) through the inspection team of RSRTC. The successful bidder should provide the bus body accreditation and type approval certificate to RSRTC inspecting authority during the inspection. The successful bidder shall inform to General Manager (Quality Control) for the inspection of buses.
- VI. The Bidder/Contractor shall have to provide the offered buses on hired basis within 120 days from the date of LoI. RSRTC will provide behind the meter power (HT Line, Transformer) meanwhile, In case if the establishment of behind the meter power takes time than the above given time i.e 120 days may be extended as per the decision of RSRTC. The Bidder/Contractor shall have to provide the offered buses within the time limit extended by RSRTC. In case the new buses are not provided by the Bidder/Contractor to the RSRTC within the stipulated time limit given by RSRTC, then late penalty of Rs. 5000/- per day per bus for first 30 days, then Rs. 10,000/- per day per bus will be charged for each day of delay. The permissible maximum delay with penalty will be 45 days, after this as per the requirement of RSRTC with penalty of 15,000 Rs. per day per bus, the decision of the Managing Director, RSRTC will be final. In case delivery schedule suffered from any reason which is covered under force majore clause than on the return request from the vender RSRTC reserves the right to extend the delivery schedule.

RSRTC will in its discretion, be entitled to forfeit the BID SECURITY deposit paid by the contractor and will be entitled to deal with and enter in to an agreement with any other successful Bidder.

VII. The Bidder/Contractor will report to the RSRTC for the buses to be put on road on hired basis shall also submit the full details of the buses with their Registration Nos. and seating capacity etc. within due time. Registration of the buses will be in Rajasthan state only. The lock-in period of 10 years be allowed for hiring of new buses. Accordingly bus wise agreement for 10 years be executed on non-judicial stamp paper on the cost of contractor in first instance and there after the agreement will be extended for Two year (One Year + One Year) subject to condition of bus, fitness and satisfactory service given by the contractor and need of RSRTC for the hired bus. RSRTC has reserved the right to cancel/terminate the agreement at any time even in lock-in period, if the services being provided by contractor are found not satisfactory by giving prior notice of 15 days to the firm.

VIII. The new AC 2x2 Electric Fully Built Buses minimum length 12 meter, will be hired by RSRTC for the maximum period of 10 years. Average operated 400 Km. or above per day in a month, on fleet basis will be given to hired buses of an operator in a depot, for the operation in the RSRTC area during 10 years. If RSRTC gives more then 400 Km. then payment of the hired buses will be made as follows: -

1. Up to Average 400 Km. per day of bus fleet ----- As per rates offered by the Bidder/Contractor.
2. Average 401 km to 500 Kms. per day of bus fleet -----10% BELOW of the rates offered by the Bidder/Contractor.
3. More then Average 500 Km. per day of bus fleet ----- 15% BELOW of the rates offered by the Bidder/Contractor.

Fleet will be decided as per the total number of buses for which SRT (Special Road tax) is deposited during a month. Monthly bill will be made on the basis of fleet and payment will also be made on fleet basis. For the calculations of average Km of fleet of an operator, in a month, total operated Km for all bus will be divided by the total operated days of all bus of an operator.

- IX.** The electric buses shall be capable to operate minimum 250 km. in single charge without Opportunity charging on actual condition with GVW and Air Conditioning and other sub system operational.
- X.** If buses will operate on a trip of less than 225 km. than NO time will be allowed/given for opportunity charging.
- XI.** Opportunity charging shall be provided in-between trips (Opportunity Charging of maximum 120 min. shall be allowed/given in between trips i.e at the end of each trip and the bidder must supply an electric bus model accordingly) without affecting the schedule.
- XII.** Trip of more than 225 km distance, If on-route opportunity charging is required than maximum time allowed for opportunity charging shall be 30 min. for each trips (i.e up-down trip).
- XIII.** After completion of a schedule operated by bus, for charging, maintenance, bus checking, bus washing etc. related activities, maximum 06 hours will be allowed for a bus, after that duty will be assign to bus on schedule for operation.
- XIV.** The hired buses will be operated on any route and under the control of any depot of RSRTC. In this regard interference of the contractor will not be permissible during the contract/agreement period.
- XV.** The duly uniformed driver with valid heavy passenger vehicle driving license for more than three years. Driver for hired bus/es will be provided by the contractor The driver so provided will abide with the rules and regulation of RSRTC.
- XVI.** The contractor shall be deemed to have carefully examined the terms, conditions & broad specifications of the bus of RSRTC. If he has any doubt as to the meaning of any of these conditions or of the specifications of the bus before submission of Bid, he may get the clarifications from **General Manager (B/B)**. The interpretation of the Managing Director on this behalf shall be final and binding on the Bidders.
- XVII.** Driver Training- Driver will be trained by M/s Schoolnet India Ltd., Ajmer or any other institute as notified by RSRTC before driving the bus & expenditure will be borne by contractor.
- B.** The rate for hiring of electric buses without infrastructure should be quoted in BOQ per Km. per Bus and must not under any circumstances and the rate must be entered in words as well as in figures.

- C. The Bidders should sign the Bid form and all these papers, terms and conditions, in token of having accepted all the terms and conditions of Bid and contract and should also enclose the same with the Bid.
- D. The corporation reserves the right to accept any Bid or part of a Bid not necessarily the lowest and may, similarly, reject any Bid, any part of the Bid or all the Bids without assigning any reasons. Therefore, order can be placed for the buses to be placed on hire basis to one Contractor or can be split into more Contractors at the discretion of the RSRTC.

E. PERFORMANCE SECURITY DEPOSIT

(i) (AT THE TIME OF EXECUTION OF AGREEMENT)

The contractor shall pay PERFORMANCE SECURITY DEPOSIT an amount equal to 5% of the total value as calculated below:-
 “No. of buses on hire as per order X 400 Kms. X 365 Days X Contract Period X Rate per km. = Value of the amount for calculation of 5% SECURITY DEPOSIT”

- (ii) The PERFORMANCE SECURITY DEPOSIT as calculated above deposited in the form of **DEMAND DRAFT/ FDR/ IRREVOCABLE BANK GUARANTEE, of a scheduled bank** in favor of **F.A.,RSRTC, Jaipur valid for 126 Months from the date of Agreement, pledged in favor of F.A. RSRTC at the time of execution of the agreement.** The SECURITY DEPOSIT will not carry any interest. All charges/fees/cost/expenses for providing the SECURITY DEPOSIT shall be borne and paid by the Bidder/Contractor.
- (iii) **On the request of successful bidder, the Bid Security may be adjusted in performance security.**
- (iv) The PERFORMANCE SECURITY DEPOSIT shall be refunded after successful completion of 126 months from the date of Agreement. For this purpose, the contractor shall produce “No Dues” certificate from the authorities decided by RSRTC for that.
- (v) In case the contract period is extended for another one/two year than it will be the responsibility of the successful bidder to renew the existing BG/ FDR upto another one/two year i.e. for 138/150 (126+12/24) months as case may be.

- F.** The Performa of the agreement is enclosed herewith with the related terms and conditions. The said terms and conditions of the agreement will be part and parcel of this bid documents.
- G. Responsibilities of the Bidder: -**
- i. To provide the bus with driver possessing valid heavy driving licenses with Badge and training certificate from the M/s Schoolnet India Ltd., Ajmer or any other institurte as notified by RSRTC who shall follow the instructions of the authorities of the RSRTC.
 - ii. The Bidder shall not employ any person as a driver for operating a bus on hire basis who has been removed or dismissed/retired on superannuation from the service of the RSRTC.
 - iii. The Bidder shall provide uniform to the driver as prescribed by the RSRTC.
 - iv. The Bidder shall bear the cost of the driver including his wages, daily allowance and meet all the other statutory obligations such as PF & ESI if applicable.
 - v. The Bidder shall keep the buses on road worthy in terms of the MOTOR VEHICLE ACT, 1988 and rules made there under from time to time.
 - vi. The Bidder shall supply batteries, Lubricants, Oil, Spare parts, Tyres and tubes etc. required for running and maintenance of the buses at his on cost.
 - vii. The Bidder shall be responsible for damage or loss caused to the hired bus during the period of agitation, accidents etc. under no circumstances the RSRTC will be made liable or responsible to any compensation to be awarded by Motor Accident Claim Tribunal, Tribunals or courts.
 - viii. The Bidder/Contractor have adequate arrangement of repair and maintenance of the hired buses with their well equipped & trained technical team along with one nodal officer for smooth operation of buses.
 - ix. It is obligatory on the part of Bidder to perform related duties in case of the accidents and to inform the RSRTC the event of the accident fatal or otherwise.
 - x. On operation of hired bus/es RSRTC is liable to pay only decided net rate per Km., SRT, Toll tax & permit fees. Presently there is GST not paid on these services. In future if GST will be applied on these services, then GST will be reimbursed by RSRTC. In case payment of GST made by the

- firm to the Govt., on production of GST payment proof for the hired bus of operational period in RSRTC.
- xi. GSTThe Bidder shall abide by all statutory provisions including those made under various labour enactments such as Workmen's Compensation Act, Payment of wages Act, Contract labour Act, The provident fund Act, The payment of gratuity Act, ESI Scheme and all such other enactments and/or by-laws applicable to the RSRTC and defend the Driver in Criminal and/or Civil Court in any Criminal/Civil liability arising out of any action of Court on the part of the Driver.
 - xii. The Bidder shall ensure the insurance of all the buses covering third party risk, passengers and other property damages including the buses. The insurance should be renewed time to time. The Bidder/Contractor shall incorporate the information in insurance proposal form that the bus is to be hired out to RSRTC for operation as Public Transport Vehicle. The Bidder/Contractor shall have obtained the insurance cover note of the bus in the joint name of Bidder/Contractor and RSRTC. The Bidder/Contractor must appear in the MACT Court on filing of application by the petition in respect of his bus/es.
 - xiii. The Bidder/Contractor shall produce the bus/es for inspection at the time of deployment and also subsequently whenever required by the RSRTC.
 - xiv. The RSRTC shall pay hire charges of the bus/es (fleet basis) for the actual operated scheduled Km. (Average 400 Km.or above) at the rate determined through this Bid process. The cancelled Km. on account of mechanical break down or cancellation of trips for any reason shall be deducted. For the purpose of reckoning the minimum guaranteed Km., the cancelled Km. on account of mechanical break downs, traffic congestion due to morchas, festivals, floods, accidents etc. being beyond the control of RSRTC shall be deducted. The guaranteed Km. will be proportionately reduced when the bus is not available on any day or part thereof.
 - xv. RSRTC have full right to collect the fare from passenger travelling in the hired bus/es through its Conductor. No interference of the Bidder/ Contractor is allowed in this respect.
 - xvi. The rest period for the bus two days per month is optional for contractor. The contractor will be liable for operation of the schedule of the bus without any interruption due to rest.

- xvii. The RSRTC shall be at liberty to terminate the agreement for violation/breach of the terms and conditions of the Bid/Agreement by the Bidder/Contractor. No compensation shall be paid by the RSRTC. Accordingly, the Managing Director of RSRTC or its representative shall forfeit the BID SECURITY/ PERFORMANCE SECURITY DEPOSIT either in whole or in part thereof at his discretion without prejudice to his other rights and remedies open to the RSRTC in this regard and it shall be binding on the Bidder/Contractor.
- xviii. The contractors and their employees will not be eligible for facility of free travel on the buses hired by RSRTC under this contract agreement and they will have to abide by the rules as are applicable to the other passengers.
- xix. The Bidder/Contractor shall be liable for any traffic offences committed by his Driver.
- xx. The Bidder/Contractor will have to enter in to Contract/ Agreement for hiring of buses initially for 10 years with RSRTC. Accordingly **bus wise agreement for 10 years be executed in first instance** and thereafter the agreement will be extended for two-year (one year + one year) subject to condition of bus, fitness and satisfactory service given by the contractor and need for RSRTC of the hired bus. RSRTC has reserved the right to cancel/ terminate the agreement at any time even in lock-in period, if the services being provided by contractor are found not satisfactory by giving prior notice of 15 days to the firm. The terms and conditions so mentioned in the Contract/ Agreement (Performa enclosed) are part and parcel of this Bid documents, the Bidder/Contractor is abiding with them.
- xxi. In the event of Bid of partnership firm or a company or consortium being accepted, the contract agreement shall be signed by authorized partner of the firm/Director of the company/ Authorized Lead member of the consortium for which power of attorney being exercised for that purpose by the competent authority of the firm or company or consortium.
- xxii. With the compliance of RTPP Rule 2013, the repeat order for the buses other than the ordered quantity can always be placed on the same rates, terms and conditions and broad specifications, during the period of one years from the date of signing of Agreement, if the Corporation so decides. The Contractor shall be bound to accept the same or else shall

have its BID SECURITY and SECURITY deposit forfeited in favour of RSRTC.

- H.** The Managing Director of RSRTC may from time to time delegate his powers to any officer of the RSRTC for execution of contract and all the decisions, orders issued by the said officer shall be binding on the Bidder/Contractor. If any doubt, dispute or difference arises or happens between the officers on the one hand and the Bidder/Contractor on the other hand in respect of the said contract and every such doubt, dispute and difference shall be referred to the Managing Director of RSRTC. The decision of Managing Director of RSRTC shall be final and binding on the contractor.
- I.** On the completion of necessary formalities of Agreement and after signing of the same by both the parties, RSRTC will issue detailed order for operation of hired buses to the Contractor in pursuance of this Agreement.
- J.** The Managing Director of RSRTC or the authorities has the Sole discretion to indentify the routes on which hired buses shall be deployed. The Bidder/Contractor shall have no right to claim any particular route for operation of these buses and any interference of the Bidder/Contractor in this regard not allowed. The Bidder/Contractor shall have no claim or right whatsoever on stage carriage permit which would be obtained by the RSRTC.
- K.** The contractor shall arrange to carry out physical fitness and eye test of the Drivers engaged for hired buses under this Bid as per the provisions of Motor Vehicle Act from time to time at own cost.
- L.** If the contractor enter into liquidation whether compulsory or voluntary but for the liquidation for the purpose of the reconstruction or suffer an execution for the debt to be levied against him or compounds with the creditors for the settlement of his debts, the RSRTC would require the assigned work to be completed and if this requisition is not satisfactorily complied with, within 7 days from the date of his notice, the Managing Director, RSRTC may issue a notice to the contractor in writing to rescind the contract at the cost and risk of contractor. The M.D., RSRTC shall thereupon have the authority to enter into a fresh contract with any other person, firm or company for the completion of the same without prejudice to his right to recover the losses from the Contractor's security deposit etc. Any losses or damages for the default of the contract and the

losses sustained by the corporation on account of damages under the contract shall be recovered in all possible manners.

Nothing under the contract clauses contained shall debar the Corporation from recovering the losses from the Contractor by suit or by other means, such extra costs, shall also be recovered from the Contractor.

M. FORCE MAJEURE CLAUSE: -

- (i.) In the event that any of the parties hereto finds itself unable, by reason of a case of “force majeure” to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such “force majeure” shall be suspended as long as impossibility so caused shall last but not thereafter. The situation created by such “force majeure” shall be remedied as far as possible, with reasonable dispatch.
- (ii.) The term “force majeure” as used herein shall mean any ‘Act of God’ epidemic, earthquake, landslide, volcano eruption, floods, cyclones lightening, war invasion, armed conflict or any other activity of foreign enemy like blockage, embargo, terrorist's attacks and other unforeseen natural disaster beyond the control of human being.
- (iii.) If a force majeure situation arises, the bidder / contractor shall promptly notify RSRTC in writing of such condition and cause thereof. Unless otherwise directed by RSRTC the bidder/ contractor shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iv.) The Party affected by “force majeure” shall give notice thereof to the other party by cable or fax or telex setting forth all necessary particulars concerning the giving of the said notice, the obligations of the party giving such notice shall be suspended as said above and the Parties shall consult together with the view to determine the mutually acceptable measure to overcome the difficulties arising there from.
- (v.) “force majeure” shall, however, not relieve any party from its obligations to affect any obligation not affected by such “force majeure” and any contractual payment on the date when it is due except effecting of such payment is hindered by “force majeure”.

N. DISPUTE RESOLUTION :

DISPUTE RESOLUTION: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope,

operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or difference to the Standing Committee constituted vide Rajasthan State Road Transport Corporation's office order no. HO/Law/Gen/17/781 dt. 03-10-2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above.

Any dispute/objection regarding the conditions mentioned in all the Bid/contracts/agreements issued by the corporation shall be filed in the competent court located in Jaipur.

**Signature of the Bidder
with Official Stamp.**

**III. SCHEDULE OF RATES (BOQ) FOR HIRING OF AC 2x2
ELECTRIC FULLY BUILT BUSES WITHOUT INFRASTRUCTURE AS
PER SPECIFICATIONS OF RSRTC**

As per BOQ uploaded on e-procurement portal

IV- FORMAT OF AGREEMENT

अनुबन्ध पत्र का प्रारूप

(AC 2x2 Electric Fully Built Buses वाहनों के लिए)

यह अनुबन्ध पत्र राजस्थान राज्य पथ परिवहन निगम के अधिकृत प्रतिनिधि जिसे आगे "निगम" अथवा "प्रथम पक्ष" में उल्लेखित किया जावेगा एवं मैसर्स /श्री.....पुत्र श्रीपता..... निजी बस मालिक अथवा निजी बस मालिक द्वारा अधिकृत प्रतिनिधि श्रीपता..... (जिसके मालिक के उत्तराधिकारी, हितधारी असाईनीज जिनके नाम अधिकृत पॉवर ऑफ अटोर्नी हो सम्मिलित होंगे) जिसे इस अनुबन्ध पत्र में "द्वितीय पक्ष" के रूप में उल्लेखित किया जावेगा, के मध्य पारस्परिक सहमति से बिना किसी दबाव के अंकित एवं निष्पादित किया जाता है। इस अनुबन्ध में वर्णित वाहन स्वामी अथवा उसके अधिकृत व्यक्ति के अतिरिक्त किसी अन्य व्यक्ति से निगम द्वारा किसी प्रकार का व्यवहार नहीं किया जावेगा।

इस अनुबन्ध पत्र के अनुसार निगम, मैसर्स/श्री द्वारा प्रदत्त की गई वाहन सं०.....मॉडल.....को राजस्थान राज्य पथ परिवहन निगम के अधिनस्थ डिपो के संचालित मार्गों पर यात्री वाहन के रूप में प्रयोग करने के लिए अधिकृत होगा।

अनुबन्ध की शर्तें निम्न प्रकार हैं :-

1. यह कि बस मालिक मैसर्स/श्री.....पुत्र श्री..... अनुबन्ध पर दी गई बस में स्वयं की ओर से लाईसेन्सधारी (भारी यात्री वाहन चलाने का एक वर्ष से अधिक पुराना वैध लाईसेंस अनिवार्य) चालक नियुक्त करेगा तथा चालक के पूरे खर्चे जैसे वेतन, प्रोविडेंट फन्ड, अन्य सभी देयतायें जो श्रम कानून के तहत देय हैं, द्वितीय पक्ष द्वारा देय होंगी। इसके अतिरिक्त Without infrastructure अन्तर्गत behind the meter power (हाई टेंशन लाईन,ट्रांसफार्मर) तथा भूमि निगम द्वारा डिपो हेडक्वाटर पर उपलब्ध कराया जायेगी परन्तु लो टेंशन लाईन, डिपो इन्फ्रास्ट्रक्चर, इलेक्ट्रिक चार्जर एवं सम्बंधित इन्फ्रास्ट्रक्चर द्वितीय पक्ष द्वारा वहन किया जावेगा। बस के संचालन में होने वाले सम्पूर्ण खर्चे उदाहरणार्थ:- संचालन हेतु इलेक्ट्रीसिटी, वाहन मरम्मत, टूट-फूट, बीमा तथा यात्रियों की सुरक्षा इत्यादि संबंधित समस्त उत्तरदायित्व द्वितीय पक्ष द्वारा वहन किया जावेगा।

वाहन स्वामी द्वारा वाहनों के प्रबन्धन/रख-रखाव हेतु नियुक्त किये जाने वाले अधिकृत व्यक्ति को वाहन स्वामी के द्वारा नोटेरी पब्लिक से सत्यापित अधिकार पत्र/पॉवर ऑफ अटोर्नी देना होगा, जिसमें अधिकृत व्यक्ति के कार्यों/अधिकारों का उल्लेख स्पष्ट रूप से वर्णित करना होगा। अधिकृत व्यक्ति को हटाने/अन्य व्यक्ति को अधिकृत किये जाने पर निगम को सूचना देने का उत्तरदायित्व वाहन स्वामी का होगा।

निगम द्वारा उपलब्ध कराए गए behind the meter power (हाई टेंशन लाईन तथा ट्रांसफार्मर) तथा भूमि को भविष्य में निगम आवश्यकतानुसार किसी अन्य स्थान पर स्थानान्तरित किया जा सकेगा। परिवर्तित स्थान पर behind the meter power (हाई टेंशन लाईन तथा ट्रांसफार्मर) तथा भूमि, निगम द्वारा उपलब्ध करवाई जावेगी।

2. वाहन स्वामी /अनुबन्धकर्ता मै. पुत्र श्री को निगम द्वारा जारी कार्यादेश (LOI) क्रमांक दिनांक में वर्णित कुलवाहनों अनुबन्ध हेतु आगार, राजस्थान परिवहन निगम को उपलब्ध करानी होगी।
3. द्वितीय पक्ष द्वारा नवीनतम मॉडल की AC 2x2 Electric Fully Built वाहन ही उपलब्ध कराई जावेगी। वाहन में रेडियल टायर लगाने होंगे। नये इलेक्ट्रिक वाहन का निर्माण, निगम के निर्धारित

Specification and Design के अनुरूप, type approval certificate as per bus body code AIS 052 of concerned Electric bus as well as bus body builder accreditation compliance certificate as per CMVR धारित इलेक्ट्रिक वाहन निर्माताओं से कराना होगा। सफल बोलीदाता बसों के निरीक्षण के लिए निगम के महाप्रबन्धक (गुणवत्ता) को सूचित करेगा तथा निरीक्षण के दौरान निगम के निरीक्षण दल को bus body builder accreditation compliance certificate as per CMVR and type approval certificate as per bus body code AIS 052 की प्रति उपलब्ध करवायेगा।

4. द्वितीय पक्ष का यह उत्तरदायित्व होगा कि वाहन को पूर्णतया चालू हालत में रखें, वाहन की सफाई तथा मोटरवाहन अधिनियम-1988 के अन्तर्गत बनाये गये नियमों तथा राज्य सरकार द्वारा जारी अधिसूचना/संबंधित आदेशों के अन्तर्गत निर्धारित श्रेणी की सीटें सुन्दर और साफ हालत में रखें। वाहन में टूल बॉक्स, फर्स्ट एड बॉक्स, स्टेपनी आदि रखें तथा मोटर वाहन अधिनियम के उल्लेखित नियमों में निर्दिष्ट सभी प्रकार के उपकरणों की सफाई तथा अन्य ऐसे समस्त खर्चे जो वाहन को सही हालत में रखने के लिये आवश्यक हैं, वाहन स्वामी को ही वहन करने होंगे।
5. अनुबंधित वाहन की न्यूनतम अनुबंध अवधि 10 वर्ष या 14 लाख किमी० जो भी बाद में हो तक के लिए होगी। तत्पश्चात् वाहन की स्थिति संतोषप्रद पाए जाने, वाहन की फिटनेस होने एवं अनुबंधकर्त्ता द्वारा दी जा रही सेवाओं के संतोषजनक पाये जाने पर ही निगम की आवश्यकतानुसार दो वर्ष (एक वर्ष + एक वर्ष) की वृद्धि की जा सकेगी। अनुबंध अवधि के दौरान 14.00 लाख किमी. संचालित होने के बाद बस के निरंतर संचालन का निर्णय आगार की आगारीय कमेटी द्वारा बस का निरीक्षण कर वाहन की स्थिति संतोषप्रद पाए जाने एवं अनुबंधकर्त्ता द्वारा दी जा रही सेवाओं के संतोषजनक पाये जाने के आधार पर लिया जावेगा। प्रत्येक अनुबंधित वाहन का प्रत्येक दो वर्ष संचालन के पश्चात् निगम यांत्रिक विभाग द्वारा निरीक्षण किया जायेगा।
6. न्यूनतम अनुबंध अवधि 10 वर्ष होगी परंतु यह शर्त आगार अथवा निगम के कर्मचारियों के हडताल पर चले जाने अथवा किसी प्राकृतिक संकट के समय अथवा किसी स्थान पर कानून एवं व्यवस्था से उत्पन्न स्थितियों अथवा ऐसे किसी कारण, जो निगम के नियन्त्रण में न हो, से संचालन में होने वाले व्यवधान की स्थिति में लागू नहीं होगी। विषम परिस्थितियों में द्वितीय पक्ष की वाहन का संचालन भी बिना पूर्व सूचना के बन्द किया जा सकेगा और इसके लिए कोई भुगतान देय नहीं होगा।
7. वाहन स्वामी द्वारा एक आगार में उपलब्ध करायी गयी नवीनतम मॉडल की अनुबंधित वाहन फ्लीट को औसत 400 कि.मी. अथवा अधिक प्रतिदिन संचालित किया जावेगा। निगम द्वारा अनुबंध पर ली गई वाहन फ्लीट के औसत 400 कि.मी. प्रतिदिन संचालित कि.मी. का किराया निर्धारित दर रूपये प्रति कि.मी. से देय होगा तथा 400 कि.मी. से अधिक परंतु 500 कि.मी. तक प्रतिदिन वाहन फ्लीट के संचालन पर 400 कि.मी. से अतिरिक्त कि.मी. संचालन पर उक्त निर्धारित दर से 10 प्रतिशत कम की दर से भुगतान देय होगा तथा 500 कि.मी. प्रतिदिन से अधिक वाहन फ्लीट के संचालन पर 500 कि.मी. से अतिरिक्त कि.मी. संचालन का उक्त निर्धारित दर से 15 प्रतिशत कम की दर से भुगतान देय होगा। वाहन स्वामी का भुगतान शिड्यूल किमी/वास्तविक आयिक (अर्निंग) किमी के आधार पर दिया जायेगा।
 अनुबंधित वाहन स्वामियों द्वारा संचालित वाहनों को अनायिक (Dead) कि.मी. के लिए उन्हें किसी प्रकार का भुगतान देय नहीं होगा।
 आगार में एक अनुबंधित वाहन स्वामी की सभी अनुबंधित बसों को बेडे (Fleet) के आधार पर औसत 400 किमी अथवा अधिक प्रतिदिन संचालित किया जावेगा। मासिक बिल फ्लीट के आधार

पर तैयार किया जावेगा तथा भुगतान भी फ्लीट के आधार पर किया जावेगा। प्रत्येक माह में बेडे के औसत कि.मी. की गणना के लिए, एक वाहन स्वामी की एक आगार की, सभी वाहनों द्वारा संचालित कुल मी. को सभी वाहनों के कुल संचालित दिवसों से विभाजित किया जावेगा।

8. अनुबंधित वाहन स्वामी द्वारा, एक बार फुल चार्ज के पश्चात न्यूनतम 250 किमी (without Opportunity charging, on actual condition with GVW and Air Conditioning and other sub system operational) संचालन में सक्षम इलेक्ट्रिक वाहन उपलब्ध कराई जावेगी।
9. वाहन को निर्धारित एक परिचक्र के पश्चात चार्ज करने हेतु अधिकतम 120 मिनट का समय देय होगा। द्वितीय पक्ष द्वारा उपलब्ध कराये गये इलेक्ट्रिक वाहन को 225 किमी तक के परिचक्र पर संचालन की स्थिति में मार्ग पर अर्पोचुनिटी चार्जिंग हेतु कोई समय देय नहीं होगा। 225 किमी से अधिक के परिचक्र पर संचालन की स्थिति में मार्ग (आने एवं जाने दोनों ओर) पर अर्पोचुनिटी चार्जिंग की आवश्यकता होने पर अधिकतम 30 मिनट का समय देय होगा। वाहन के एक शिड्यूल पर संचालन के पश्चात वाहन चार्जिंग, मंटीनेंस, यांत्रिक/बैट्री मरम्मत, टूट-फूट एवं चैकिंग, धुलाई अन्य किसी भी कार्य इत्यादि हेतु अधिकतम 06 घंटे का समय देय होगा इसके पश्चात वाहन की मार्ग/शिड्यूल पर भेजा जा सकेगा।
10. बस के संबंध में नगरपालिका स्टेण्ड फीस, टोल टैक्स, विशेष पथ कर, परमिट फीस, पर्यटक अनुज्ञा पत्र पर देय कर व अन्य राज्यों को देय कर का भुगतान निगम द्वारा किया जावेगा। निगम में अनुबंध पर बस संचालन की अवधि के लिये अनुबंधकर्ता द्वारा सरकार को निगम में अनुबंधित बस के विरुद्ध चुकाये गये जी.एस.टी. की रसीद प्रमाण के रूप में प्रस्तुत करने पर इसका पुनर्भरण निगम द्वारा किया जावेगा। रोड टैक्स तथा अन्य कोई भी कर जो वर्तमान में लागू है अथवा भविष्य में लागू हो, की देयता बस मालिक की होगी। परन्तु यदि संचालन संबन्धित कोई नया कर भविष्य में लगाया जाता है, तो उसे निगम वहन करेगा।
11. द्वितीय पक्ष की अनुबन्धित की हुई वाहन के संचालन हेतु परिचालक की नियुक्ति प्रथम पक्ष निगम द्वारा की जावेगी तथा निगम द्वारा नियुक्त परिचालक यात्रियों को टिकिट जारी करने, किराया वसूल करने, यात्रियों को वाहन में बैठाने/उतारने तथा निगम द्वारा निर्धारित बस स्टाप पर गाडी को रोकने व समय सारिणी के अनुसार वाहन का संचालन कार्य करेगा। उक्त परिचालक को टिकट, वे-बिल व अन्य स्टेशनरी निगम द्वारा उपलब्ध करवाई जावेगी।
12. यदि वाहन किसी विषम परिस्थिति में बिना परिचालक ऑन डी.एस.ए. संचालित कि जाती हैं तथा वाहन में बिना टिकिट यात्री पाये जाते हैं तो द्वितीय पक्ष इसके लिये पूर्ण रूपेण दोषी माना जावेगा तथा प्रत्येक बिना टिकिट यात्री के यात्री किराये की दोहरी राशि मय प्रति बिना टिकिट यात्री दो हजार रुपये शास्ति राशि की वसूली द्वितीय पक्ष को देय भुगतान से की जा सकेगी। इसमें द्वितीय पक्ष का कोई बचाव/कथन स्वीकार नहीं होगा।
13. यह कि द्वितीय पक्ष अनुबन्ध पत्र के माध्यम से जो बस राजस्थान परिवहन निगम को बस संचालन करने हेतु देगा उसकी Comprehensive बीमा पालिसी (जिसमें दंगा, फसाद, युद्ध, बाढ, भूकम्प इत्यादि से होने वाली रिस्क भी शामिल होगी) द्वितीय पक्ष द्वारा भारत की किसी भी अधिकृत बीमा कम्पनी से अनुबन्ध अवधि हित प्रत्येक वर्ष के लिये द्वितीय पक्ष के खर्चे पर करवाई जावेगी। इस Comprehensive बीमा पालिसी में प्रथम पक्ष निगम जो कि बस का Hirer है, का नाम भी आवश्यक रूप से Beneficiary Insurer के रूप में अंकित कराया जावेगा जिससे वाहन के दुर्घटनाग्रस्त होने पर बस के कर्मचारियों व बस के यात्रियों व किसी भी सम्पत्ति का कोई भी नुकसान, हर्जाना, ब्याज व क्लेम की राशि की अदायगी की जिम्मेदारी बीमा कम्पनी द्वारा निगम की ओर से दी जानी सम्मिलित होगी। बस की यह मूल Comprehensive बीमा पालिसी द्वितीय पक्ष द्वारा प्रथम पक्ष को उपलब्ध करवाई जावेगी, जो अनुबंध अवधि में प्रथम पक्ष के आधिपत्य व

अधिकार में रहेगी । बस की Comprehensive बीमा पालिसी का नवीनीकरण भी पालिसी में अंकित अंतिम तिथि से 10 दिवस पूर्व बस मालिक द्वारा आवश्यक रूप से करवा लिया जायेगा इस बीमा की समस्त राशि द्वितीय पक्ष द्वारा अपने खर्चे पर भारत की अधिकृत बीमा कम्पनी के साथ जमा कर मूल पालिसी प्रथम पक्ष को उपलब्ध कराई जावेगी। जो अनुबंध अवधि में प्रथम पक्ष के आधिपत्य व अधिकार में रहेगी । द्वितीय पक्ष द्वारा मूल बीमा पालिसी प्रथम पक्ष को न देने व समय पर नवीनीकरण न कराने पर 2000/- रुपये प्रतिदिन प्रति बस के जुमाने पर बस अनुबंध पर स्वीकार करने हेतु प्रथम पक्ष को अधिकार होगा। बीमा पॉलिसी के नवीनीकरण नहीं होने की दशा में शास्ति की राशि तो वसूली ही जायेगी साथ ही वाहन संचालित नहीं किया जायेगा। वाहन संचालन नहीं होने की दशा में शर्त संख्या 18 के अनुसार कार्यवाही करते हुए क्षतिपूर्ति राशि वसूल की जायेगी। फिर भी यदि विलम्ब दिवस के दौरान वाहन संचालन होने पर घटित दुर्घटना के संबंध में किसी भी प्रकार की क्षतिपूर्ति की सम्पूर्ण जिम्मेदारी द्वितीय पक्ष बस मालिक की होगी ।

- 14.** वाहन मालिक अपनी वाहन के दुर्घटनाग्रस्त होने के नुकसान/हर्जाना के क्लेम व हर्जाने के समस्त दायित्वों की अदायगी के लिये भी इस अनुबंध के उक्त बिन्दु के अनुसार Comprehensive बीमा पालिसी में बीमा कम्पनी के उत्तरदायी होने की शर्त अंकित करवायेगा और इस प्रकार दुर्घटना संबंधी कोई दायित्व किसी भी प्रकार का निगम पर नहीं होगा और किसी भी न्यायालय अथवा अधिकरण में वाहन के दुर्घटनाग्रस्त होने पर किसी भी व्यक्ति द्वारा कोई भी वाद, क्लेम आवेदन पत्र प्रस्तुत किये जाने पर वाहन मालिक व वाहन की बीमा कम्पनी ही अपने खर्चे पर वकील नियुक्त कर पैरवी की समस्त व्यवस्था करेगा व इस संबंध में निगम को किसी भी प्रकार का व्यय या भुगतान करना पडा तो ऐसी धनराशि वाहन के मालिक व वाहन की बीमा कम्पनी द्वारा ही देय होगी और इस संबंध में वाहन को अनुबंध मुक्त करने से पूर्व व बाद में भी वाहन मालिक को देय राशि में से अथवा बीमा कम्पनी से वसूल करने के लिये निगम सक्षम होगा। वाहन दुर्घटनाग्रस्त होने पर घायल व्यक्तियों के प्राथमिक उपचार पर जो राशि व्यय होगी उसका उत्तरदायित्व भी अनुबंध के इस क्लॉज के आधार पर वाहन स्वामी व बीमा कम्पनी का ही होगा । यदि वाहन स्वामी अथवा बीमा कम्पनी द्वारा इस प्रकार व्यय की गई व अन्य देय राशि का पुनर्भरण नहीं किया गया तो यह राशि निगम द्वारा वाहन स्वामी व बीमा कम्पनी से पीडीआर एक्ट के अन्तर्गत काबिल वसूल होगी। दुर्घटना के कारण निगम पर आये किसी भी आर्थिक दायित्व की वसूली प्रथम पक्ष द्वारा द्वितीय पक्ष को देय इस अनुबंध अथवा अन्य अनुबंध अथवा निगम के पास द्वितीय पक्ष को देय राशि में से काट ली जावेगी। राशि काटने अथवा समायोजित करने बाद भी निगम को द्वितीय पक्ष द्वारा देय राशि शेष रहती हैं तो प्रथम पक्ष वसूल करने के लिए अधिकृत होगा। बीमा कम्पनी से अनुबंध अवधि के दौरान दुर्घटना का दायित्व वहन करने की अण्डरटेकिंग लेकर बीमा कवर प्रपत्र के साथ वाहन स्वामी के द्वारा प्रस्तुत करना होगा। अण्डरटेकिंग निर्धारित नॉन ज्यूडिशियल स्टॉप पेपर पर प्रस्तुत करना होगा। किसी सेवा दोष कृत्य के लिए मंच द्वारा पारित पंचाट के भुगतान के लिए वाहन स्वामी जिम्मेदार होगा।
- 15.** अनुबन्धित वाहन के चालक की प्रत्येक निर्धारित बस स्टेन्ड पर बस ले जाने की जिम्मेदारी होगी। निगम परिचालक बुकिंग से डीएसए प्राप्त करेगा इसकी अवहेलना पर अनुबन्धित चालक के वाहन स्वामी एवं परिचालक दोनो से प्रत्येक बुकिंग एवं स्टेण्ड के 50-50/- रुपये की वसूली पृथक-पृथक से वसूली की जावेगी ।
- 16.** वाहन के चालक व मालिक दोनों को निगम अथवा उनके द्वारा नियुक्त अधिकारियों के सभी आदेशों/निर्देशों का पूर्ण रूप से पालन करना होगा । समय समय पर निगम द्वारा प्रसारित आदेशों/निर्देशों की जानकारी प्राप्त करने एवं उनकी अनुपालना करने का उत्तरदायित्व निजी वाहन स्वामी का स्वयं का होगा। आदेशों/निर्देशों एवं अनुबंध की शर्तों की अवहेलना करने पर

एवं नोटिस के बावजूद सुधार नहीं करने पर वाहन को संचालन से हटाया जा सकेगा तथा अनुबन्ध निरस्त किया जा सकेगा ।

17. वाहन के चालक को परिचालक के ऐसे सभी आदेशों/निर्देशों का पालना करना होगा जो उसे निगम के द्वारा जारी निर्देशों के अन्तर्गत हो एवं जो नियमान्तर्गत वाहन संचालन हेतु आवश्यक हैं।
18. प्रत्येक वाहन का माह में दो दिवस का स्वेच्छिक विश्राम वाहन स्वामी को देय होगा जो कि एक दिवस पूर्व स्वीकृति से विश्राम दिवस मान्य किया जावेगा। वाहन स्वामी को यह सुनिश्चित करना होगा कि विश्राम के कारण वाहन के परिचक्र का संचालन बाधित नहीं हो। निर्धारित विश्राम दिवस दो दिन से अधिक समय के लिए बिना मुख्य प्रबन्धक की स्वीकृति के हटाई जाती है तो निगम को यह अधिकार होगा कि वह इस वाहन के स्थान पर निगम की वाहन से निर्धारित सेवा का संचालन अनुबन्धित वाहन स्वामी के खर्चे पर रिस्क एवं कास्ट पर करें, जिसके लिए निगम द्वारा वाहन के प्रबंध करने एवं संचालन से होने वाली हानि की क्षतिपूर्ति वाहन स्वामी के बिल से की जावेगी जिसके लिये वाहन स्वामी द्वारा संबंधित माह के लिए प्रतिदिन अनुपातिक दर से देय एस.आर.टी. के साथ साथ प्रतिदिन की दर से शास्ति की राशि निगम को देय होगी, जो उसके मासिक बिल में से काट ली जायेगी ।

शास्ति की गणना करते समय अनुबन्धित वाहन के उपलब्ध नहीं होने के कारण जो शिड्यूल/परिचक्र निरस्त रहा है, उसकी मासिक औसत आय में से अनुबन्धित वाहन के संचालन होने की दशा में किये जाने वाले भुगतान की राशि को घटाया जाकर शेष रही राशि शास्ति के रूप में वसूली जावेगी ।

यदि निर्धारित मार्ग पर वाहन का संचालन परिचालक के अभाव में नहीं हो पाता है तो शर्त संख्या 18 के अनुसार कार्यवाही नहीं की जा सकेगी तथा लॉगशीट पर प्रबन्धक (संचालन/यातायात) द्वारा टिप्पणी किया जाना आवश्यक होगा जिसके उपर वाहन चालक के हस्ताक्षर भी अनिवार्य होगा ।

19. वाहन स्वामी वाहन के अंदर या बाहर अनुबंध के दौरान किसी प्रकार का कोई विज्ञापन अपने स्तर पर नहीं लगवायेगा परन्तु निगम को यह अधिकार होगा कि वह अनुबंधित वाहन के अंदर या बाहर विज्ञापन लगवा सके एवं उससे होने वाली आय निगम की होगी ।
20. द्वितीय पक्ष इस अनुबंध पत्र के अनुसार जिस दिन से निगम को संचालन हेतु वाहन उपलब्ध करायेगा उस दिन से प्रत्येक माह में अधिकतम तीन दिन (दो दिवस के स्वेच्छिक विश्राम सहित) के लिए यांत्रिक मरम्मत व टूट-फूट एवं अन्य किसी भी कार्य, जो वाहन को सही स्थिति में करने के लिए आवश्यक हो, मुख्य प्रबन्धक की 24 घन्टे पूर्व सहमति से वाहन को मार्ग से हटा सकेगा लेकिन मार्ग से एक बार वाहन हटाने पर तीन दिन से अधिक (72 घन्टे तक) वाहन को अलग नहीं रखा जा सकेगा। दूसरे शब्दों में मरम्मत आदि से हटाये जाने के बाद 72 घन्टे के अन्दर वापस मार्ग पर संचालन हेतु उपलब्ध करानी होगी अन्यथा अनुबन्ध के अनुच्छेद 18 के अन्तर्गत कार्यवाही की जावेगी । इसके अलावा एक कलेण्डर माह में यदि द्वितीय पक्ष की वाहन माह में किसी भी अन्य कारण से संचालन से बिना पूर्व सूचना के अनुपस्थित रहती है तो समस्त अनुपस्थित अवधि के लिये शर्त सं0 18 के अन्तर्गत एसआरटी व क्षतिपूर्ति राशि की वसूली द्वितीय पक्ष से की जावेगी । जिन दिनों बस संचालन से हटाई जावेगी उन दिनों के लिए वाहन मालिक को निगम द्वारा वाहन संचालन से संबंधित किसी प्रकार का भुगतान/राशि देय नहीं होगी ।

द्वितीय पक्ष को प्रत्येक माह के प्रारंभ में मुख्य प्रबन्धक को वाहनवार विश्राम/यांत्रिक मरम्मत व टूट-फूट एवं अन्य किसी भी कार्य के लिये, लिय जाने वाले अवकाश की तिथियों की सूचना देनी होगी ।

21. यदि द्वितीय पक्ष अपनी वाहन को भारी मरम्मत के लिए दो दिन से अधिक की अवधि के लिए हटाना चाहता है तो प्रथम पक्ष को तीन दिन पूर्व लिखित में वाहन को हटाने का नोटिस देना अनिवार्य है। ऐसी अवधि अधिकतम 10 दिवस की हो सकती है। इस हेतु मुख्य प्रबन्धक सहमति देने हेतु सक्षम होंगे। इस अवकाश अवधि की आनुपातिक एस.आर.टी. राशि प्रथम पक्ष द्वारा द्वितीय पक्ष से वसूल की जावेगी, परन्तु धारा 18 में वर्णित क्षतिपूर्ति वाहन स्वामी से वसूल नहीं की जावेगी। दस दिवस से अधिक अवधि की दशा में एस.आर.टी. के साथ साथ शर्त-18 में वर्णित क्षतिपूर्ति भी वसूली योग्य होगी।

22. अनुबंधित वाहन के दुर्घटनाग्रस्त होने की स्थिति में 24 घण्टे के अंदर दुर्घटना की सूचना (लिखित पत्र/ई-मेल **within office working hours**)मय दुर्घटना प्रमाण के द्वितीय पक्ष द्वारा संबंधित मुख्य प्रबंधक को देनी होगी। इसके साथ ही 3 दिवस के अन्दर-अंदर अनुबंधित वाहन को मरम्मत पश्चात् संचालन हेतु उपलब्ध कराने की दिनांक बाबत मुख्य प्रबंधक को लिखित में सूचित करना अनिवार्य होगा। यदि वाहन को उपलब्ध कराने की सूचना 3 दिवस में प्रथम पक्ष को नहीं दी जाती है तो प्रथम पक्ष द्वारा अनुबंधित वाहन के संचालित नहीं होने की अवधि के लिये अनुबंध पत्र की शर्त संख्या 18 के अनुसार निर्धारित क्षतिपूर्ति राशि एवं एसआरटी की राशि प्रतिदिन की दर से द्वितीय पक्ष से वसूल की जावेगी।

दुर्घटना की स्थिति में वाहन को मरम्मत हेतु द्वितीय पक्ष द्वारा यदि वाहन को रोका जावेगा तो अधिकतम 15 दिवस की अवधि के अवकाश स्वीकृति हेतु संबंधित मुख्य प्रबंधक सक्षम अधिकारी होंगे तथा इससे अधिक अवधि के लिये महा प्रबन्धक (बस-बॉडी) सक्षम अधिकारी होंगे। परन्तु इस प्रकार के समस्त अवकाश स्वीकृति के लिये दुर्घटना के पुख्ता प्रमाण आवश्यक होंगे जैसे कि एफ.आई.आर. की प्रति, बीमा क्लेम, भारी मरम्मत का बिल आदि। ऐसे स्वीकृत अवकाश की अवधि की एसआरटी. राशि द्वितीय पक्ष से वसूल की जावेगी परन्तु शर्त संख्या 18 के तहत वर्णित शास्ति/क्षतिपूर्ति राशि वसूल नहीं की जावेगी।

23. मार्ग में यदि निगम की स्वयं की वाहन या निगम की अन्य कोई अनुबन्धित वाहन ब्रेकडाउन अथवा दुर्घटनाग्रस्त हो जाती है तो उस वाहन के यात्रियों को अनुबन्धित वाहन से भेजने का अधिकार निगम को अथवा उसके कर्मचारी को होगा। अतिरिक्त यात्रियों के लिए किसी प्रकार का अतिरिक्त भुगतान निगम द्वारा देय नहीं होगा लेकिन यात्री न उठाने की शिकायत पर निगम अनुबन्धित वाहन को अनुबन्ध से हटा सकेगा तथा भविष्य के लिए उस वाहन को तथा उस वाहन मालिक के अन्य वाहन को निगम द्वारा अनुबन्धित नहीं किया जावेगा।

24. द्वितीय पक्ष का यह उत्तरदायित्व होगा कि वाहन को बस स्टेन्ड अथवा निर्धारित स्थान पर संचालित समय से आधा घन्टा पूर्व प्रस्तुत करें। निगम के अधिकारी को यह अधिकार होगा कि वह वाहन का एवं वाहन के संचालन में आवश्यक सामग्री की उपलब्धता का निरीक्षण कर सकेगा। यदि वाहन प्रस्थान समय से आधा घन्टा पूर्व बस स्टेन्ड पर नहीं पहुँचती है तो प्रति 20 मिनट तक विलम्ब के लिये 100/- रुपये की क्षतिपूर्ति राशि निगम को देय होगी एवं 20 मिनट विलम्ब के पश्चात् वाहन को संचालन के लिये स्वीकार नहीं किया जावेगा एवं शर्त संख्या 18 के अन्तर्गत कार्यवाही की जावेगी। यदि अनुबंधित वाहन अपने निर्धारित समय से अपना अनुसूचित परिचक्र पूर्ण नहीं करती है अर्थात् गन्तव्य स्थान पर नहीं पहुँचती है तो द्वितीय पक्ष ऐसे विलम्ब समय के लिये शास्ति रुपये 150/- प्रथम पक्ष को देने के लिये बाध्य होगा जो कि उसको देय भुगतान में से काटी जावेगी। यदि अपरिहार्य कारणों से विलम्ब होता है तो परिचालक के प्रमाणीकरण के आधार पर प्रथम पक्ष ऐसी शास्ति को निरस्त करने हेतु अधिकृत होगा।

परन्तु यदि वाहन मार्ग पर संचालित है तथा मार्ग जनित कारणों यथा मार्ग खराब होने, जाम लगना आदि के कारण अपने अगले शिड्युल के लिए समय पर स्टेण्ड पर नहीं पहुँच पाती है तो आगार प्रबन्धन द्वारा आगार में उपलब्ध अनुबंधित वाहन स्वामी की दूसरी वाहन को मार्ग पर भेजा जा सकेगा तथा विलम्ब से आने वाली वाहन को दूसरे वाहन के शिड्युल पर भेजना अनिवार्य होगा।

यदि मार्ग परिवर्तन परिस्थितिजन्य (सड़क का निर्माण, आंदोलन अथवा स्थानीय प्रशासन द्वारा मार्ग परिवर्तन) है तो इन अतिरिक्त संचालित कि.मी. के लिए किसी प्रकार का नकद भुगतान नहीं किया जायेगा।

25. अनुबन्ध की अवधि में द्वितीय पक्ष वाहन को बिना निगम की पूर्वानुमति के स्थानान्तरित, हस्तान्तरित अथवा विक्रय नहीं कर सकेगा और न ही अन्य कोई ऐसी कार्यवाही करेगा जिसका प्रभाव निगम के हितों के विरुद्ध हो। इसकी पालना न करने पर अनुबन्ध स्वतः समाप्त समझा जावेगा तथा निगम को देय राशि वाहन स्वामी की ओर बकाया राशि/बैंक गारण्टी से अथवा पी.डी. आर. एक्ट के अर्न्तगत वसूल कराई जा सकेगी।

26. वाहन में किसी भी प्रकार की कमी, दस्तावेजों में कोई कमी/दोष तथा चालक से संबंधित किसी कमी से निगम को होने वाली हानि के लिए निजी वाहन स्वामी जिम्मेदार होगा। इस संबंध में वाहन स्वामी को अपनी वाहन का द्वितीय चार्ज निगम के पक्ष में संपादित करना होगा तथा उस चार्ज से वाहन तभी मुक्त किया जावेगा जबकि निगम को वाहन मालिक से किसी प्रकार का भुगतान प्राप्त नहीं करना होगा जिसके लिए वह निगम से नो-ड्यूज सर्टिफिकेट प्राप्त करेगा।

27. अनुबंध से संबंधित दोनों पक्षों का यह अधिकार होगा कि वह एक माह की पूर्व सूचना देकर इस अनुबंध को निरस्त कर दें परन्तु प्रथम पक्ष को यह अधिकार होगा कि इस अवधि को 30 दिवस के लिये और बढ़ा सकेगा, जिसकी सूचना उसे द्वितीय पक्ष को 10 दिवस में अनिवार्य रूप से देनी होगी।

दोनों पक्षों की परस्पर सहमति से अनुबंध समाप्ति की दशा में अनुबंधित वाहन स्वामी द्वारा जमा करायी गयी सुरक्षा राशि अनुबंध समाप्ति दिनांक से 06 माह पश्चात लौटायी जा सकेगी परन्तु प्रथम पक्ष को यह अधिकार होगा कि सुरक्षा राशि लौटाने से पूर्व यदि कोई शास्ति अथवा एसआरटी की राशि बकाया हो तो उसको समायोजित कर सकेगा।

द्वितीय पक्ष द्वारा अनुबंध प्रारम्भ दिनांक से 02 वर्ष तक अनुबंध समाप्त नहीं किया जा सकेगा परन्तु अनुबंध की शर्तों के उल्लंघन का दोषी पाये जाने पर प्रथम पक्ष अनुबंध अवधि के दौरान कभी भी अनुबंध समाप्त कर सकेगा परन्तु इससे पूर्व नोटिस देकर व्यक्तिगत सुनवाई का वाहन स्वामी को मौका देना आवश्यक होगा।

आगारीय समिति की अनुशंसा पर मुख्य प्रबन्धक द्वारा अनुबंध समाप्त करने पर यदि वाहन स्वामी सहमत नहीं है तो अनुबंध समाप्त संबंधी आदेश दिनांक के 30 दिवस के भीतर महा प्रबन्धक (बस-बॉडी) के समक्ष अपील कर सकेगा तथा महा प्रबन्धक (बस-बॉडी) द्वारा पारित निर्णय दोनों पक्षों को मान्य होगा।

28. अनुबंधकर्त्ता द्वारा दी जा रही सेवाओं के असंतोषजनक पाये जाने पर किसी भी समय, यहाँ तक कि लॉक-इन अवधि में भी 15 दिन का पूर्व नोटिस देकर अनुबंध पर ली गई बसों का अनुबंध निरस्त/समाप्त करने का अधिकार निगम के पास सुरक्षित है। अनुबन्ध का प्रारम्भ कलेन्डर माह की प्रथम तिथि से किया जावेगा व समापन अंतिम तिथि को ही किया जा सकेगा। वाहन स्वामी की किसी त्रुटि, वाहन की यॉत्रिक स्थिति, संचालन संबंधी त्रुटि, अंकित अनुबन्ध की किसी शर्त के उल्लंघन के कारण यदि अनुबन्ध माह के मध्य की तिथि में समाप्त होता है तो माह के शेष दिवसों की एसआरटी का भुगतान द्वितीय पक्ष की ओर से निगम को देय होगा और यह राशि बकाया भुगतान से वसूल की जा सकेगी।

29. द्वितीय पक्ष की वाहन निगम द्वारा आवन्तित मार्ग अथवा शिडयूल पर ही चल सकेगी । इसके अतिरिक्त वाहन का प्रयोग वाहन मालिक द्वारा अन्यत्र नहीं किया जा सकेगा । यदि द्वितीय पक्ष ऐसा करते पाया गया तो निगम को अधिकार होगा कि वह बिना सूचना दिये अनुबन्ध निरस्त कर दे तथा साथ ही बकाया देय राशि जब्त कर ले अथवा द्वितीय पक्ष को "ब्लेक लिस्ट" कर दे ।
30. निगम द्वारा, अनुबंधित वाहनों को एक आगार (Origin Depot) से अन्य आगार (Target Depot) में, जहां अनुबंध पर संचालित बसों की प्रति km दर, वर्तमान आगार (Origin Depot) की प्रति km दर से कम हो, अनुबंधित वाहन स्वामी की सहमति से, स्थानांतरित की जा सकेगी। यदि अनुबंधित वाहन स्वामी द्वारा बसों के स्थानान्तरण की सहमति दी जाती है तो स्थानान्तरण के पश्चात्, वाहन संचालन की प्रति कि.मी. दर उस आगार (Target Depot) में संचालित वाहनों की न्यूनतम प्रति कि. मी. दर के समान होगी। स्थानान्तरण आदेश की पालना माह के प्रथम सप्ताह अर्थात् 1 से 7 तारीख के मध्य सुनिश्चित की जावेगी ताकि आगार द्वारा जमा करायी एसआरटी का उपभोग उसी आगार द्वारा किया जा सकेगा।
31. माह समाप्ति के उपरान्त किराये की राशि का भुगतान अनुबंधित वाहन स्वामी द्वारा आगार में देयक उपलब्ध कराने एवं आगार में देयकों का प्रमाणीकरण होने के उपरांत भुगतान हेतु आगार द्वारा मुख्यालय को निर्धारित प्रारूप में माह के अन्तिम कार्य दिवस को प्रेषित की जायेगी तथा मुख्यालय द्वारा Corporate Interent banking के माध्यम से 90 से 120 दिवस की अवधि में भुगतान किया जायेगा। यदि किसी कारणवश भुगतान में विलम्ब होता है तो निगम द्वारा देय राशि पर कोई ब्याज देय नहीं होगा।
अनुबंधित वाहन स्वामी द्वारा जिस खाते में भुगतान चाहा गया है, उस खाते का Account Payee Crossed Cheque संबंधित आगार के लेखाधिकारी/सहायक लेखाधिकारी को उपलब्ध कराना होगा ताकि आगार द्वारा बैंक खाते का प्रमाणीकरण कर मुख्यालय को देयक भुगतान हेतु प्रेषित किया जा सकें।
32. यदि कोई वाहन मार्ग में ब्रेकडाउन हो जाती है एवं अपने परिचक्र को पूर्ण नहीं कर पाती है तो उस वाहन द्वारा तय किये गये कि.मी. का भुगतान ही देय होगा। लेकिन दूसरे दिन भी अपने शिडयूल पर वाहन उपलब्ध नहीं कराने पर समय से पूर्व रेस्ट स्वीकार कराना होगा अन्यथा वाहन को अनुपस्थित मानकर शर्त संख्या 18 के अनुसार क्षतिपूर्ति राशि वसूल की जावेगी।
इस प्रकार मार्ग में ब्रेकडाउन माह में एक बार ही स्वीकार किया जावेगा। अनुबंधित वाहन स्वामी की किसी भी वाहन के मार्ग पर माह में दूसरी बार ब्रेकडाउन होने पर उस शिडयूल के तहत संचालित कि.मी. का भी भुगतान नहीं किया जावेगा।
यदि वाहन द्वारा दो दिन के रोटेशन में एक दिन का शिडयूल पूरा कर लिया जाता है तथा दूसरे दिन वाहन ब्रेकडाउन हो जाती है तो वाहन स्वामी को प्रथम दिवस के संचालन के लिए प्रति कि.मी. निर्धारित दर से भुगतान देय होगा, परन्तु दूसरे दिवस के संचालन के निरस्तीकरण के लिए अनुबन्ध की शर्त संख्या 18 के अनुसार शास्ती राशि वसूल की जावेगी।
वाहन स्वामी द्वारा दूसरे दिन शिडयूल पर वाहन उपलब्ध न कराने पर वैकल्पिक व्यवस्था निगम द्वारा वाहन मालिक की 'रिस्क एण्ड कोस्ट' पर की जावेगी तथा अनुबन्ध के शर्त संख्या 18 के अनुसार शास्ति भी वसूल की जावेगी। वाहन को ब्रेकडाउन तभी माना जावेगा जब वाहन के यात्रियों को दूसरी वाहन में स्थानान्तरित कर गन्तव्य के लिये भेजा जावेगा।
यदि वाहन अपने गन्तव्य स्थान पर एक घंटा विलम्ब तक पहुँच जाती है तो ब्रेकडाउन नहीं माना जावेगा अपितु शर्त संख्या-24 में वर्णित प्रावधानानुसार विलम्ब से आवागमन के लिये शास्ति राशि वसूल की जावेगी।
वाहन का AC/Heating System सही रूप से कार्य नहीं करने एवं मार्ग पर वाहन discharge होने

को ब्रेक डाउन ही माना जावेगा।

33. मुख्य प्रबन्धक अथवा निगम मुख्यालय द्वारा अधिकृत कोई अधिकारी अथवा कर्मचारी यात्रियों की सुविधा को ध्यान में रखते हुए अनुबन्धित वाहन के संचालन संबंधित समय सारिणी में परिवर्तन कर सकेगा तथा इस संबंध में ऐसे अधिकारी द्वारा जारी किये गये निर्देशों का पालन द्वितीय पक्ष को करना होगा। आदेशों की अवहेलना करने पर मुख्य प्रबन्धक ऐसे वाहन के संचालन को बन्द कर सकेगा। जिसके लिये शर्त संख्या 18 के अनुसार निर्धारित राशि द्वितीय पक्ष के देय भुगतान से वसूली की जायेगी। वाहन पुनः निगम मुख्यालय के आदेशों से ही संचालन में वापिस ली जा सकेगी।
34. इस अनुबन्ध को निष्पादित करवाने से संबंधित नॉन ज्यूडिसियल स्टाम्प पेपर फीस व अन्य सभी प्रकार के व्यय द्वितीय पक्ष द्वारा वहन किये जावेंगे।
35. यदि अनुबन्धित वाहन का मालिक अथवा वाहन चालक किसी भी अवांछित कार्य में लिप्त अथवा उससे संबंधित पाया गया तो अन्य कानूनी कार्यवाही के साथ साथ निगम बिना पूर्व सूचना दिये अनुबन्ध निरस्त कर सकेगा।
36. आयकर संबंधी नियमों के अर्न्तगत द्वितीय पक्ष को दिये जाने वाले किराये की राशि में से निर्धारित प्रतिशत के अनुसार आयकर संबंधित मुख्य प्रबन्धक द्वारा किराये का भुगतान करते समय काटा जावेगा। यदि द्वितीय पक्ष संबंधित आयकर अधिकारी से आयकर न काटने के बारे में प्रमाण पत्र प्रस्तुत कर दे तो ऐसे निजी वाहन मालिकों से मुख्य प्रबन्धक आयकर नहीं काटेंगे।
37. बस पर लिए गये कर्ज/ऋण एवं अन्य समस्त देनदारियों एवं अन्य किसी भी प्रकार की जिम्मेदारी के लिए वाहन स्वामी स्वयं ही जिम्मेदार होगा। निगम की इसमें किसी भी प्रकार की जिम्मेदारी नहीं होगी।
38. वाहन संचालन से पूर्व राजस्थान राज्य पथ परिवहन निगम शब्द मय लोगो वाहन के दोनो तरफ छः इंच के मोटे अक्षरों में लिखवाने होंगे। इसके अतिरिक्त वाहन के अग्रभाग (विन्डस्क्रीन) की बाईं दिशा में आगार का नाम, मार्ग का नाम, परिचक की समय सारिणी तथा अन्य शब्द जो निगम के नियमानुसार वाहन के किसी भी भाग पर लिखवाना आवश्यक समझा जावे, लिखवाने होंगे। इस पर होने वाला व्यय द्वितीय पक्ष को ही वहन करना होगा। द्वितीय पक्ष को निगम द्वारा निर्धारित डेस्टीनेशन बोर्ड आवन्तित सेवा के मार्ग के लिए अपने व्यय से बनवाना होगा। अनुबन्ध समाप्त होने पर वाहन का कलर स्कीम एवं उक्त लिखावट अन्तिम भुगतान से पूर्व परिवर्तित कराने (हटाने) का दायित्व वाहन स्वामी का होगा। यदि वाहन स्वामी द्वारा संतोषप्रद रूप से इसे नहीं परिवर्तित किया गया तो द्वितीय पक्ष की लागत पर निगम द्वारा करा दिया जावेगा।
39. निगम द्वारा जारी किये जाने वाले सभी प्रकार के नोटिस दस्तावेज तथा अन्य की जाने वाली कार्यवाही प्रबन्ध निदेशक, राजस्थान राज्य पथ परिवहन निगम अथवा निगम के अन्य अधिकृत अधिकारी द्वारा की जावेगी।
40. राज्य सरकार के यातायात विभाग/मोटर गैरेज द्वारा निरीक्षण कराकर प्रमाण पत्र प्राप्त करने के बावजूद भी प्रबन्ध निदेशक द्वारा अधिकृत किसी भी अधिकारी/ कर्मचारी द्वारा द्वितीय पक्ष के वाहन का निरीक्षण कराने का सर्वाधिकार निगम का सुरक्षित है।
41. शर्त संख्या 05 में वर्णित प्रथम अवधि के साथ साथ समय पर बढ़ाई गई अवधि पूर्ण होने पर ही प्रतिभू राशि नो-ड्यूज प्रमाण पत्र प्राप्त करने के पश्चात् लौटायी जा सकेगी।
42. निगम द्वारा वाहन की यांत्रिक, बॉडी एवं सीटो की स्थिति खराब होने शिकायत पर यदि द्वितीय पक्ष उसमें सुधार नहीं करवाता है तो निगम बिना किसी नोटिस के अनुबन्ध समाप्त कर वाहन हटा सकेगा एवं इससे हुये नुकसान की भरपाई वाहन स्वामी के बिल से निगम द्वारा कर ली जावेगी।

परिचालक/ड्यूटी ऑफिसर/निरीक्षण दल/कार्यशाला द्वारा वाहन में कमियाँ पाये जाने पर द्वितीय पक्ष के देयक से नोटिस देकर निम्नानुसार वसूली होगी:-

क्र. स.	पेनल्टी का विवरण	नोटिस की अवधि	पेनल्टी की राशि (नोटिस जारी करने के बाद)
1	खिड़की का शीशा केक होने पर	7 दिवस	100/- रु. प्रतिदिन प्रति ग्लास
2	Front glass/Rear Glass केक होने पर	15 दिवस	500/-रूपये प्रतिदिन
3	सीटें फटी होने पर	7 दिवस	50/-रूपये प्रति सीट
4	वाहन अन्दर/बाहर से गन्दी होने पर	7 दिवस	50/- रूपये प्रतिदिन
5	वाहन चालक का पुलिस वेरिफिकेशन न होने पर	15 दिवस	100/-रूपये प्रतिदिन
6	वाहन चालक के वर्दी में नहीं पाये जाने पर	7 दिवस	50/- रूपये
7	वाहन के आगे-पीछे, बाँये-दाँये दोनों ओर RSRTC न लिखा पाये जाने अथवा अस्पष्ट होने पर	7 दिवस	100/- रूपये
8	निगम द्वारा अधिकृत होटल/ढाबे पर वाहन नहीं रोकने पर	7 दिवस	100/-प्रति ट्रिप
9	प्रत्येक निर्धारित बस स्टैण्ड पर लॉगशीट पर बस स्टैण्ड प्रभारी के हस्ताक्षर/सील न लगवाने पर		50/- रूपये प्रति बस स्टैण्ड
10	वाहन में स्टेपनी/टूल न होने पर	7 दिवस	100/-रूपये प्रतिदिन
11	व्हीकल ट्रेकिंग सिस्टम के खराब होने पर	24 घंटे	100/-रूपये प्रतिदिन
12	वाहन के पर्दे इत्यादि गन्दे होने पर	7 दिवस	50/- रूपये प्रतिदिन
13	मोबाईल चार्जर खराब होने पर	7 दिवस	50/-रु. प्रति चार्जर प्रतिदिन
14	ठण्डा पानी रखने हेतु आईस बॉक्स न होने पर	7 दिवस	500/-रु. प्रति दिन

43. वाहन के आगे व पिछे तथा बाहर दोनो साईड में निगम द्वारा अनुमोदित स्पेशल डिजाईन (ग्राफिक्स) का अंकन/निगम द्वारा निर्धारित कलर स्कीम, इन्टीरियर (पर्दे, मोबाईल चार्जर, उच्च गुणवत्ता का कारपेट, ठण्डे पानी की बोतल रखने हेतु आईसबॉक्स, एल.ई.डी. लाईट इत्यादि) एवं निगम स्पेसिफिकेशन के अनुसार द्वितीय पक्ष द्वारा वाहन को स्वयं के खर्च पर निर्मित करवानी होगी।
44. अनुबन्धित वाहन में उपलब्ध डिविकया निगम की पार्सल सेवा हेतु आरक्षित रहेगी जिसका निगम द्वारा द्वितीय पक्ष को किसी प्रकार का किराया देय नहीं होगा। इससे प्राप्त समस्त आय निगम की रहेगी।
45. द्वितीय पक्ष बिना प्रथम पक्ष की पूर्व लिखित अनुमति के अपनी वाहन में सीटें बढ़ाने, कम करने आदि का कोई परिवर्तन नहीं करेगा।
46. द्वितीय पक्ष पर जारी किये जाने वाले नोटिसों की तामील पूर्ण समझी जायेगी। यदि ऐसे नोटिस अनुबन्धित वाहन के चालक अथवा मालिक को दिया जावे अथवा **Registered post,e-mail, speed post** के जरिये द्वितीय पक्ष अथवा उसके द्वारा अधिकृत व्यक्ति के पते पर जो निगम कार्यालय में उपलब्ध हो, भेजे जावे, द्वितीय पक्ष या उनके अधिकृत व्यक्ति द्वारा व्यक्तिगत रूप से कोई पत्र लेने से इन्कार करने की स्थिति में वाहन संचालन से हटाने के लिए निगम अधिकृत होगा
47. आवेदनकर्ता अनुबन्धित वाहन का स्वयं मालिक होना चाहिए।
48. अनुबन्धित वाहन के लाभ-हानि में संचालित होने के लिये वाहन स्वामी को जिम्मेदार नहीं माना जावेगा।
49. द्वितीय पक्ष द्वारा दिये गये नोटिसों की तामील निगम पर तब ही पूर्ण समझी जावेगी जबकि ऐसे नोटिस की रसीद निगम के संबन्धित अधिकृत अधिकारी के द्वारा जारी कर दी जाती है अथवा प्रबन्ध

निदेशक, राजस्थान राज्य पथ परिवहन निगम को रजिस्ट्री के जरिये नोटिस भेज दिया जाता है लेकिन न्यायिक प्रकरण में नोटिस इमेल से तभी मान्य होगा जब इसमें पूर्ण विवरण सहित आशय स्पष्ट हो व निगम द्वारा अधिकृत व्यक्ति ने प्राप्त किया हो।

50. वाहन स्वामी को अनुबंध के समय निविदा शर्तों के अनुसार 5 % सुरक्षा राशि 126 माह के लिये डिमांड ड्राफ्ट/वैध बैंक गारन्टी/एफडीआर के रूप में निगम को देनी होगी जिस पर किसी प्रकार का ब्याज एवं खर्च इत्यादि निगम द्वारा देय नहीं होगा। वाहन स्वामी/फर्म द्वारा राजस्थान राज्य में स्वयं द्वारा संचालित बैंक ब्रान्च के खाते से ही जारी बैंक गारन्टी/FDR एवं अन्य वित्तीय दस्तावेज मान्य होंगे। अनुबन्ध अवधि 126 माह से वृद्धिकृत किये जाने पर वैध बैंक गारन्टी/एफ.डी.आर. की अवधि भी वृद्धिकृत अवधि एवं 6 महिने सहित वृद्धिकृत कर अनुबन्धकर्ता वाहन स्वामी द्वारा निगम को प्रस्तुत की जानी आवश्यक है। सफल निविदादाता की अरनेस्ट मनी सुरक्षा राशि में समायोजित की जा सकेगी। 5% सुरक्षा राशि की गणना निम्न राशि पर की जावेगी:-
आदेशानुसार अनुबंध पर ली जाने वाली बसों की संख्या x 400 किमी. x 365 दिवस x अनुबन्ध की अवधि x प्रति किमी. निर्धारित दर = 5% सुरक्षा राशि की गणना हेतु कुल राशि
51. इस अनुबंध के अन्तर्गत "फोर्स मेजर क्लॉज" वित्तीय बिड की शर्तों के बिन्दु संख्या M (i) से (v) के अनुरूप दोनों पक्षों को मान्य होगा।
52. अनुबंधित वाहन स्वामी द्वारा वाहन के 06 वर्ष अथवा 07 लाख किलोमीटर, जो भी पहले हो, के पूर्ण होने पर स्वम के खर्च पर वाहन की **Reconditioning** करवायी जाएगी।
53. अनुबन्धित वाहन में 06 माह की अवधि के दौरान निम्न घटनायें/गतिविधियां होने पर निगम उस वाहन स्वामी की वाहन/समस्त वाहनों का अनुबन्ध समाप्त करने के लिये स्वतंत्र रहेगा—
- 1) तीन बार अथवा अधिक लापरवाही से वाहन संचालन की रिपोर्ट पुलिस थाना/परिवहन विभाग में दर्ज होने अथवा निगम निरीक्षण के दौरान पाये जाने पर।
 - 2) तीन बार अथवा अधिक प्राणघातक दुर्घटना।
 - 3) वाहन संचालन के दौरान चालक द्वारा तीन बार अथवा अधिक शराब सेवन किया जाना पाये जाने पर।
 - 4) चालक/वाहन स्वामी द्वारा वाहन में अवैद्य सामान (यथा पार्सल, लगेज आदि)/तस्करी/मादक पदार्थ/ज्वलनशील पदार्थ का परिवहन करने पर।
 - 5) बिना टिकिट यात्रा प्रकरण में चालक की संलिप्तता पाये जाने पर।
 - 6) वाहन की भौतिक/यांत्रिक स्थिति खराब होने पर।
 - 7) वाहन के मार्ग पर बार-बार ब्रेक-डाउन होने पर।
54. यदि अनुबन्ध के क्रियान्वयन के संबंध में दोनों पक्षों के बीच में किसी प्रकार के विवाद के निपटारे के लिए निम्नानुसार प्रावधान रहेगा:-

DISPUTE RESOLUTION: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or difference to the Standing Committee constituted vide Rajasthan State Road Transport Corporation's office order no. HO/Law/Gen/17/781 dt. 03-10-2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above.

Any dispute/objection regarding the conditions mentioned in all the Bid/contracts/agreements issued by the corporation shall be filed in the competent court located in Jaipur.

निविदा में वर्णित सभी शर्तें भी अनुबन्ध का भाग होंगी।

55. निगम स्वामित्व में स्थान उपलब्ध होने पर अनुबन्धित वाहनों को पार्किंग हेतु स्थान उपलब्ध कराया जा सकेगा।

56. अनुबन्ध भारत में प्रचलित कानूनों के अंतर्गत मान्य होगा।

57. उपरोक्त अनुबन्ध तथा निविदा प्रपत्र में अंकित समस्त प्रावधानों व शर्तों (जो कि इस अनुबंध का भाग होगी) की स्वीकृति मानते हुए दोनो पक्ष आज दिनांक ----- को हस्ताक्षर अंकित करते हैं।

यह अनुबन्ध स्वेच्छा से बिना किसी दबाव एवं पूर्ण होश-हवास से निष्पादित किया है।

हस्ताक्षर
मुख्य प्रबंधक
गवाह :

1.
2.

हस्ताक्षर
वाहन स्वामी
गवाह:

1.
2.

V. SPECIFICATIONS OF THE AC 2x2 ELECTRIC FULLY BUILT BUSES

(A) *TECHNICAL SPECIFICATIONS/REQUIREMENTS FOR 12 MTR, TYPE III- AC ELECTRIC BUSES*

Sr.No.	Parameter	RSRTC requirements
1.	Model	12 Meter Monocoque/ladder with front overhang
2.	Propulsion System	Electrically Propelled Bus
		Max power as per OE design
		Max torque as per OE design
		Battery Capacity – Minimum 300 KWH
		Energy regeneration
		SOC/SOH ITH Vehicle Health Monitoring System (Battery Health + Regenerative Brake Charging).
3.	Type of Battery / Battery Pack Rating and Energy / Power	Li-ion OR Li-ion Phosphate Battery OR Li-NMC OR Superior adheres to safety and specification standards as per OE design and as per CMVR. Suitable and efficient cooling system to be provided.
		Battery Range: The buses shall be capable of operating minimum 250 km without opportunity charging on actual conditions with GVW and Air conditioning and other sub system operational. Bidders may offer technology solutions to meet these criteria.
		Battery Pack Rating as per OE design
		No. of battery pack as per OE design

Sr.No.	Parameter	RSRTC requirements
		<p>Location of battery power pack- Rear</p> <p>Power Consumption: =< 1.3 KWH/KM</p> <p>Opportunity charging shall be provided in-between trips (Opportunity Charging of maximum 120 minutes shall be provided in between trips i.e. at the end of trip and the bidder must supply an electric bus model accordingly) without affecting the schedule.</p> <p>In case on route opportunity charging is required than maximum time allowed for opportunity charging shall be 30 min. for each trips (i.e up-down trip).</p> <p>Battery Life – As per OEM</p>
4.	Rated Performance at GVW in Stop / Start Operation	Bus attain minimum, maximum speed of 80 Km/hr. without speed limiter at GVW Load, Air conditioning and other sub system operational
5.	Acceleration (m / Sec. ²)	≥ 0.8
6.	Maximum Speed	As per CMVR.
7.	Gradeability from Stop at GVW	17 % minimum & complies with AIS 003
8.	Power Requirement for Air Conditioning System, ITS, etc..	Required power to be provided by Electrical Propulsion System.
9.	Charging Range Charger Type	250 km minimum in single charging on actual condition with GVW and AC and other sub system operational.

Sr.No.	Parameter	RSRTC requirements
		DC Fast Charger
10.	Compliances for Electrical Vehicle	1) Constructional & functional safety of battery operated vehicle- AIS: 038 (Rev-1)-2015.
		2) Measurement of electrical energy consumption- AIS: 039 (Rev-1)-2015.
		3) Measurement of range- AIS: 040 (Rev-1)-2015.
		4) Measurement of net power & max.30 min. power – AIS: 041 (Rev-1)-2015.
		5) Type approval of battery operated vehicles.- AIS: 049 (Rev-1)-2016.
		6)Traction battery used in battery operated vehicles – AIS: 049 -2009.
11.	Transmission	As per Manufacturer’s Design.
12.	Front Axle	As per Manufacturer’s Design.
13.	Rear Axle	As per manufactures design.
14.	Steering	Hydraulic Power Steering with adjustable and tiltable as per OE design and as per CMVR
15.	Brakes	As per CMVR Rules.
16.	Wheels (Tyres)	1) Tyre : Steel radial tube-less. Size and performance as per CMVR
		2) Front, Rear and Spare - 7 (F-2, R-4, S-1) Radial Tubeless
17.	Turning Circle	As per CMVR Rules.

Sr.No.	Parameter	RSRTC requirements
18.	Front End Structure	As per manufacturer design.
19.	Driver Seat	As per requirement of AIS-023
20.	Chassis	As per CMVR Rules
		Front Over Hang – as per CMVR
		Rear Over Hang – as per CMVR
		Total Length- Min. 12000 mm +- 100 mm
21.	Suspension	1) Air Suspension at Front with 2 Air Bellows & at Rear With 4 Air Bellows.
22.	Shock Absorber	Hydraulic type double acting telescopic shock absorbers shall be fitted on Front & Rear Axle to take vertical damping as per manufacturers design.
23.	GVW	As per CMVR Rules & its amendments from time to time.
24.	Speed Limiting Device	As per OE manufacturers design& Complies to AIS 018 of 2001.
25.	Horns	Horns shall be complying CMVR rules.
26.	Control Panel	The Control panel with required control meters shall be easily visible and accessible as per current CMVR requirements.
Structure and Fully Built Bus Body Specification		
1.	a) LH/RH Structure	As per OE manufacturers design.
	b) Roof Structure	As per OE manufacturers design.
	c) Front Structure	As per OE manufacturers design.
	d) Rear Structure	As per OE manufacturers design.

Sr.No.	Parameter	RSRTC requirements
	e) Floor Structure	As per OE manufacturers design.
	f) Foot Step	As per OE manufacturers design.
	g) Vehicle Super Structure and Roll over Test	As per OE manufacturers design To meet AIS:052 Norms and tested as per AIS :031: 2004 (Roll-Over-Test).
2.	Side Flap Assembly of all Luggage compartment	As per OE manufacturers design.
3.	Step pan	Step pan should provide with sturdy structure, antiskid strip, step edging angle as per rule of AIS: 052 with safety precautions.
4.	Seating System & Seating Capacity.	ALL 2 x 2 Push Back = Minimum 45 + 1(Co – Driver same as passenger seat) + (1 Driver)
5.	Body Dimensions	Overall length Min. 12000 mm +/- 100 mm
		Overall Width 2580 mm +/- 20 mm
		Over all Height Max 3800 mm
		Floor Height: Min. 1000 mm
6.	a) Roof panel	As per Manufacturers design
	b) Stretch panel	As per Manufacturers design
	c) Skirt Panel	As per Manufacturers design
	d) Front Fascia with bumper	With aesthetic view in One Piece Curved Laminated Windshield Glass with Heavy Duty Glass mounted with rubber beading/pasting.
	e) Rear fascia with bumper	With aesthetic view including one piece toughened single glass mounted with rubber beading/pasting

Sr.No.	Parameter	RSRTC requirements
		at rear body back side.
	f) Head, tail, fog lights bezels	As per OEManufacturers design
	g) Out-Side Paneling	As per OEManufacturers design
	h) Dash Board	As per OE manufacturers design and should be sturdy, durable & decorative with suitable metallic colour paint.
	i) Flooring	As per OE Manufacturers design
	j) Service Door Foot step	As per OE Manufacturers design
	k) Inner panel (Roof)	As per OE Manufacturers design
	l) Inner Panel (Truss)	As per OE Manufacturers design
	m) Inner Panel (Finishers)	As per OE Manufacturers design
	n) Hat Rack	As per OE Manufacturers design
	o) Air Duct	As per OE Manufacturers design
	p) Roof Hatch	as per CMVR/as per AIS 153.
	q) Bulk Head Partition/Driver Partition	As per Manufacturers design
7.	Insulation	As per AIS 052/CMVR.
8.	Driver Work Area	Driver Work Area should be as per AIS: 047.
9.	Driver & Co-driver Luggage Booth	As per CMVR
10.	First Aid Box	1 No. in Driver Cabin as per CMVR Rules.
11.	Passenger Door	a) In-swing / Out-swing Pneumatic Door with clear glass window as per requirement of AIS: 052 at LH Side ahead of front axle. Door mechanism should

Sr.No.	Parameter	RSRTC requirements
		<p>be robust type to avoid any rattling with good aesthetic look with proper rubber sealing to avoid ingress of water & dust.</p> <p>b) Emergency switch should be provided inside & outside of door.</p> <p>c) The steps should be as per requirement of AIS: 052 and AIS: 153.</p>
12.	Driver Door	As per manufacturers design with clear glass sliding window, steps to be provided for driver, Magazine pouch & Bottle holder to be provided on driver door with proper rubber sealing to avoid ingress of water & dust.
13.	Emergency Exit & Door	As per CMVR
14.	Battery Box (For internal Electrical System if provided)	As per manufacturers design Battery Box should be properly fitted with LED Light arrangements & along with proper Provision for fitment of Battery Cable to avoid short circuit of Wiring.
15.	Luggage Space	<p>For Deluxe Depot and Jaipur Depot – Minimum 9 m³ Space shall be provided.</p> <p>For other Depots - As per CMVR and OEM design</p>
16.	Window & Window Glasses	Full stuck on pasted glasses as per manufacturers design and as per CMVR Rules).
17.	Provision for specially इसमक person.	Provision for specially abled person as per CMVR,
18.	Rear View Mirror	As per Type Approval Certificate


Sr.No.	Parameter	RSRTC requirements
19.	Destination Board	Led Digital Display Destination Board 1 No. at Front & 1 No at Rear as per AIS: 052 Bus Body Code.
20.	Mud Flap	To be provided as per OE manufacturers design.
21.	a) Passenger Seats	ALL 2x2 Push Back Type Seats with footrest of any standard with water bottle holder, Magazine pouch & Bag hook as per AIS: 023. Seat belts to be provided at wherever necessary.
	b) Seating capacity	Min. 45+ 1 co driver + Driver
	c) Driver seat	As per requirements of AIS: 023.
	d) Co driver seat	As per Type Approval Certificate
22.	Registration No. Plate	Registration No. plate should be High security Registration plate (HSRP) as per CMVR.
23.	Air Cond. System with Cooling and Heating System Both AC Blower & Hat Rack.	1) Mounting of the AC Unit shall be of Aerodynamically fabricated with roof mounted evaporator and condenser.
		2) Electro Mechanical Control shall be easily accessible on dash board to set the temperature.
		3) AC ducting facility shall be provided for each row of passenger seats on both side of the bus and also sufficient for driver cabin.
		4)Capacity of AC Unit will be Minimum 40 KW.
		5) Modular Hat Rack should be as per manufacturers design with suitable colour Rexene/fabric to meet. The interior luggage racks shall be so designed in such a way that the luggage is prevented from falling in the event of sudden braking or due to forces generated during cornering. AC Double Vent adjustable Louvers

Sr.No.	Parameter	RSRTC requirements
		Blower with reading light should be provided.
		6) Air passage / Duct to be provided in the Driver Work Area at suitable location for proper in-flow of air inside the driver cabin. Driver Work Area should be provided with Blower to ensure proper ventilation or as per OEM design.
24.	Paint	1) 2K Metallic Paint. (Base Coat + Clear Coat With P.U. Painting System. Colour scheme will be finalized by the RSRTC.
25.	Details of lead acid battery (if provided), Electrical System, Ancillaries, cable, wiring Singling, mandatory and safety devices	<p>1) Power supply for Ancillaries Equipment's, Lights and Light Signaling Devices.</p> <p>2) Details of Battery (If provided) for Ancillaries Equipment's, Lights and Light Signaling Devices: As per Type approval certificate</p> <p>3) The Battery cable – as per CMVR</p> <p>4) Head lights -2 + 2 Nos.</p> <p>5) Fog lamp -2 nos. in Bumper/suitable place.</p> <p>6) Side indicator lamp-As per CMVR Rules & requirements of AIS: 052 (At Front show).</p> <p>7) Tail lamp Assy.-As per CMVR Rules & requirement of AIS: 052.</p> <p>8) Passenger saloon Light : Sufficient and attractive LED Tube Lights with inbuilt LED night lamps to meet the requirement of LUX as per AIS: 052.</p> <p>9) Night Lamps : 2 Nos. LED Night lamps to be provided.</p> <p>10) LED Light : Sufficient LED Lights should be provided at Driver Cabin, Battery Box, Luggage Booth, Conductor, Step Light, near spare wheel bracket etc...</p> <p>11) Number plate Light : For Rear side number plate light should be provided.</p> <p>12) Charging Socket : Concealed Type USB Safety Socket of sufficient capacity for each Row</p>

Sr.No.	Parameter	RSRTC requirements
		<p>of Passenger Seat to Charge Mobile should be provided</p> <p>13) ETIM Charger : 1 no. located near driver partition in driver cabin (only point required).</p> <p>14) PA System : as per manufacturer specifications meeting AIS 153, AIS 052 and CMVR.</p> <p>15) Hooter : 1 No. of Hooter (Audio Visual Alarm) with Red Blinking Lights</p> <p>16) Side Indicator Lamp : As per OE design</p> <p>17) Side Marker Lamp: Type Approved with Amber Reflector as per AIS: 052 requirements.</p> <p>18) The Fully built electric bus provided by bidder should be compatible to provide /incorporate provisions as mentioned in AIS: 140 like panic button, VTS (Vehicle tracking System) etc., however VTS, panic button shall be provided by RSRTC.</p> <p>19) Reversing camera should be provided.</p> <p>20) Wiring. : All bus wiring should be as per CMVR. Bus should be fitted with Master Multiplex Wiring compatible for auxiliary system like Intelligence Transport System (ITS) confirming to IP: 67 & AIS: 153.</p>
26.	Wind Screen Wiping System	Wind Screen Wiping System should be as per CMVR.
27.	Stickers	Seat Nos., RSRTC Monogram, various instructions as per CMVR Rules should be displayed with proper stickers of good quality.
28.	Tool Box	Standard Tool Box to be provided at appropriate space With Light Arrangement.
29.	Door Lock & Hinges	Should be Type Approved.

Sr.No.	Parameter	RSRTC requirements
30.	Fire Extinguisher	As per CMVR
31.	Safety Belts	Safety Belt for Co-Driver Seat & Where ever Necessary as per CMVR shall be Provided.
32.	Curtain Rail & Curtain	1) Curtain rail with good quality hooks & suitable colour fabric curtain (FR Grade) to be provided for side window, partition window & windshield. 2) Colour of fabric will be decided by RSRTC after the sample provided- 3) Curtain Pleat should be machine press.
33.	Wheel Caps	As per OEM design
34.	Tools for Repairing	Tools shall be supplied as per CMVR / MMVR the required Spanners, Plier, screwdrivers, etc. Tools for primary repairing and maintenance of Electric Bus.
35.	Shower test.	There should not be ingress of water from any direction of bus body

LETTER WRITING AND LOGO & STICKERS		
I	<p>** राजस्थान राज्य पथ परिवहन निगम ** has to be written in HINDI on both side stretch panels :-</p> <p>i. On conductor side, beneath the 2 main windows,</p> <p>ii. On driver side, 50mm before driver door beneath the 2 main windows.</p> <p>iii. Size of the letters shall be 150 mm height x 1620 mm span.</p>	<p>Tata Blue Fluorescent stickers</p>

li	"RSRTC" logo on both side panels, FES & RES has to be provided as per specifications.	Tata Blue Fluorescent stickers
lii	 <p>EV in 8" dia circle has to be written, as case may be, on FES LH side</p>	Dark Green Fluorescent sticker
iv	<p>Name of the depot to be written on :-</p> <ul style="list-style-type: none"> ☞ On top of front wind screen ☞ On outer top front and rear dome of letter size 125 mm height. 	<p>- Red Fluorescent sticker with yellow back ground putta 250 mm width.</p> <p>-Tata Blue Fluorescent stickers instead of Violet purple stickers.</p>
v	"RSRTC" to be written on FES just below joint of front wind screen glasses of letter size 75 mm height	Red Fluorescent stickers
vi	"RSRTC" logo on both side panels, FES & RES has to be provided as per specifications.	Tata Blue Fluorescent stickers
vii	<p>Slogans</p> <ol style="list-style-type: none"> 1. फर्स्ट एड बॉक्स, सुझाव पुस्तिका चालक केबिन में उपलब्ध है। -शिकायत एवं सुझाव के लिये टॉल फ्री न. 18002000103 - दूरभाष नियन्त्रण कक्ष मुख्यालय, जयपुर . फोन. 9549456745 - मुख्य प्रबन्धक न. - प्रबन्धक(संचालन) न..... - प्रबन्धक(यातायात) न..... <p>2. धूम्रपान वर्जित है।(स्टीकर लाल रंग में)</p> <p>3. संकट द्वार (लाल रंग में 40एमएम साईज)</p> <p>4. "यात्री किसी अनजान व्यक्ति से कोई वस्तु न लें"</p> <p>5. "यात्री कोई संदिग्ध /लावारिस वस्तु को न छुये व उसकी सूचना तुरन्त चालक अथवा परिचालक को दें"</p>	<ol style="list-style-type: none"> 1. टॉप RH साइड पार्टीशन पर (लाल रंग में 40एमएम साईज) - टॉप RH साइड पार्टीशन पर स्लोगन न.1 के नीचे (काले रंग में 40एमएम साईज) 2. चालक पार्टेशन पर ऊपर की तरफ मध्य में व ठीक इसके सामने पीछे डोम के मध्य में 3. संकट द्वार के गार्निश रेल के मध्य में 4. टॉप LH साइड पार्टेशन पर सैलून में (लाल रंग में 40एमएम साईज) 5. टॉप LH साइड पार्टेशन पर सैलून में (लाल रंग में 40एमएम साईज)

<p>6. ई-टिकटिंग के माध्यम से टिकट प्राप्त करने हेतु निगम की website: www.rsrtcsonline.rajasthan.gov.in पर लोग ऑन करें।</p> <p>7. यात्री यात्रा करने से पूर्व बुकिंग या परिचालक से उपयुक्त टिकट प्राप्त कर यात्रा करें। बिना टिकट यात्रा करने पर.....</p> <p>8. निगम की बसें राष्ट्रीय धरोहर हैं। इनकी सुरक्षा करना हमारा कर्तव्य है।</p> <p>9. "बस रुकने पर सावधानी से, आगे मुँह करके उतरें"।</p> <p>10. ध्यान दें:- दुर्घटना रहित बस संचालन पर</p> <p>11 Name of the depot to be written on :- ☞ On top of front wind screen both the glasses of letter size 140 mm height ☞ On outer top front and rear dome of letter size 125 mm height.</p> <p>डिपो का नाम (उदाहरण के लिये - "जयपुर डिपो")</p> <p>13. "आपकी यात्रा मंगलमय हो" 14. सांसद/ विधायक सीट 15. महिला सीट 16. दिव्यांग सीट</p>	<p>6. पार्टीशन पर सैलून में (लाल रंग में 40एमएम साईज</p> <p>7. टॉप LH साइड पार्टीशन पर काले रंग में 40 एमएम साईज ।</p> <p>8. अन्दर यात्री फाटक के ऊपर लिखें (काले रंग में 40 एमएम साईज)</p> <p>9. अन्दर यात्री फाटक के ऊपर स्लोगन न. 7 के नीचे लाल रंग में 40एमएम साईज में लिखें।</p> <p>10. ड्राइवर सीट के सामने टॉप डोम मध्य में अंकित करें। (लाल रंग में 40एमएम साईज)</p> <p>12- - Red Fluorescent sticker with yellow back ground putta 250 mm width. -Tata Blue Fluorescent stickers</p> <p>13. बाहर यात्री फाटक के ऊपर बोर्ड पर लाल रंग में 75एमएम साईज में लिखें। 14,15 व 16 यथा स्थान पर लाल रंग में लिखें।</p>
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Note:-

1. RSRTC has given bus body Specifications only for references however the Fully Built electric Bus may be as per OE design with latest / prevailing bus body code and CMVR. If there is any discrepancy between

the specifications given and bus body code, the bus body code shall prevail .

2. Bidder may also visit RSRTC depots for reference of same type / AC Deluxe of bus for more clarification/design.
3. Seat Nos for specially abled person, Ladies seat with pink colour, MP/MLA , senior citizens etc shall be confirmed by traffic section of RSRTC.

General Manager (B/B)