



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 3X2 ELECTRIC FULLY BUILT BUSES
WITHOUT INFRASTRUCTURE
Year 2025-26

- A. BID FORM.**
- B. NOTICE INVITING BID.**
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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, Uttarakhand, 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 3X2 Electric Fully Built Buses Without Infrastructure** in the operational area 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.rajabsthan.gov.in> and also on the website <http://transport.rajabsthan.gov.in/rsrtc/> Or <http://sppp.rajabsthan.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.rajabsthan.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.
- iv. Sealed envelope consisting of Fee Documents (**bid documents fee, bid processing fee, bid security/Bid Security & Bid submission confirmation page**) 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 **Bid submission receipt** of 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. If **bidder fails to submit** 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.

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 **Chartered Accountant certified positive** networth (as on 31.03.2025 **or later**) certificate should be submitted.

Blacklisting and Non-Performance – As per Annexure D

Scope of work

- The successful bidder has to provide the **AC 3X2 Electric Fully Built Buses Without infrastructure** on hiring basis in the operational area under the control of RSRTC.
- The successful bidder will ensure that the buses should be **brand new AC 3X2 Electric Fully Built Bus with 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 **from OEM/ OEM and OEM authorized electric bus body builder** as per CMVR.
- The bidder has to submit his offer for minimum 10 buses. Out of which 50% buses should be minimum 48+D Push Back seater and remaining 50% should be minimum 55+D Fixed Seat. Bidder would submit his offer for even number of buses (e.g. 10,12,14,16....etc.) only, offer submitted for odd number of buses (e.g. 11,13,15....etc) will be liable to reject. Bidder has to submit his offer accordingly. As per the requirement of RSRTC, these buses may be deployed / transferred to any depot/Unit/Place and at that depot/Unit/Place Charging Infrastructure will be provided by RSRTC. Alongwith land for parking of electric buses may be provided. Parking fee will be decided by RSRTC.
- RSRTC reserves the right to increase or decrease the estimated quantity of the buses to be hired at any stage.
- **In case of interest of RSRTC, buses may be transferred from one depot/Place/unit to another depot/Place/unit on same conditions and provision of bid.**
- 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 RSRTC. The bus fleet of an operator will be operated on an **Assured** 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.

It should be noted that the Assured Kilometer will not be admissible for any shortfall in Kilometers of the Fleet that arises due to:

- (a) **Default of the Operator under Agreement/Bid.**
- (b) **Non-availability of Contracted Buses for reasons attributable to maintenance or accidents.**
- (c) **Breach of law by the Operator Occurrence of a Force Majeure Event.**

A-BID FORM

**BID FORM FOR HIRING OF 3x2 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
						Last date of bid submission
						Opening date of Technical bid
1	2	3	4	5	6	7
1.	Hiring of new AC 3X2 Electric Fully Built Buses without infrastructure on Kilometer basis having length 12 meter	300	11,800/-	2500/-	3,10,000/- per bus	11.11.2025 11.00 Hrs.
						08.12.2025 17.00 Hrs.
						10.12.2025 11.00 Hrs.
Note:- 1. All above events will be held at Head office, Rajasthan State Road Transport Corporation (RSRTC), parivahan Marg, Jaipur. 2. In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.						

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 3X2 Electric Fully Built Bus with 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 **from OEM/ OEM and OEM authorized electric bus body builder** as per CMVR.
- The bidder has to submit his offer for minimum 10 buses. Out of which 50% buses should be minimum 48+D Push Back seater and remaining 50% should be minimum 55+D Fixed Seat. Bidder would submit his offer for even number of buses (e.g. 10,12,14,16....etc.) only, offer submitted for odd number of buses (e.g. 11,13,15....etc) will be liable to reject. Bidder has to submit his offer accordingly. As per the requirement of RSRTC, these buses may be deployed / transferred to any

Signature & seal of the bidder

- depot/place/unit and at that depot/place/unit Charging Infrastructure will be provided by RSRTC. Alongwith land for parking of electric buses may be provided. Parking fee will be decided by RSRTC.
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>, &
<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/25/176

Date: 04.11.2025

NOTICE INVITING BID

**Hiring of AC 3X2 Electric Fully Built Buses Without infrastructure
on Km. Basis in RSRTC**

Online Bids in the prescribed form are invited for hiring of the new AC 3X2 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 08.12.2025 17.00 Hrs. and will be opened on 10.12.2025 11.00 Hrs. in the office of the undersigned.

Sd/-

General Manager (B/B)

IMPORTANT DATES

1.	Issue Date	04.11.2025
2.	Published Date	04.11.2025
3.	Bid Document Download Start Date	04.11.2025
4.	Pre-bid Meeting	11.11.2025
5.	Bid Submission Start Date	21.11.2025
6.	Last Date of Technical Bid Submission Date	08.12.2025
7.	Technical Bid Opening Date	10.12.2025

C. TECHNICAL BID DOCUMENTS

FOR HIRING OF
AC 3X2 ELECTRIC FULLY BUILT BUSES WITHOUT
INFRASTRUCTURE
2025-26

- 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 3X2 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 3X2 Electric Fully Built Buses length 12 meter without infrastructure, on kilometer basis** as per specifications and design of RSRTC:-

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.

1. 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.
2. 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 (3,10,000/-per bus)			
	Total BID SECURITY Amount			

3. 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

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

Signature & seal of the bidder

- (ii) Name of Bid Item
- (iii) Bidder Name
- (iv) Last date of Bid Submission

Note:-

1. All the technical Bid documents along-with **Bid submission receipt of** 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. If **bidder fails to submit** 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 3X2 Electric Fully Built Buses length 12 meter, without infrastructure, on kilometer basis in the operational area under the control of RSRTC. Certain technical and financial information is required to be furnished so as to consider the financial bid of such Bidder.

TECHNICAL CAPABILITY

- a. Single Bidder Criteria** -In case of single bidder, it shall be a eligible entity recognized/register in the Indian law i.e. OEM, Individual, Firm, Proprietorship firm, Partnership Firm, LLP or Company incorporated in India and having its registered office in India under relevant laws.
- b. For hiring of new buses consortium will be allowed on the following conditions:-**
 1. The number of Consortium members cannot exceed three, including the Lead Member.
 2. The Lead Member shall have at least 51% share in Consortium.
 3. Consortium may comprise of a combination of OEM (or its Associate) / any eligible entity recognized or register in the Indian law
 4. OEM shall be an Indian manufacturer of the electric bus having a manufacturing facility in India on its own name.
 5. Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member. As used here, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise
 6. Lead Member shall be responsible to RSRTC and for discharging all responsibilities related to the Bid process and the Project.
 7. Any bidder is not allowed to submit multiple Bids.
 8. Percentage Share of Consortium Members shall remain same and shall not be allowed to exit/change during the contract period.

9. The Lead Member will submit the Proposal. The Lead Member and all the members of Consortium will sign the Contract with RSRTC.
10. All the members of consortium shall be jointly and severally responsible for the execution of the contract.
11. In case any member of consortium is firm/company then the consortium agreement should be signed by authorized signatory of respective firm/company.
12. Consortium members shall execute and submit along with the Technical Proposal, a memorandum of understanding as per format provided in Annexure G of the NIB.
13. The Bidder should be in existence preceding the last date of submission of Bids.
14. 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)
15. 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.
16. 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.
17. 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.

- c. 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.
- d. 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.
- e. In case of consortium, make sure to follow the conditions mentioned as above at point No. “b”.
- f. **The bidder has to submit his offer:-** The bidder has to submit his offer for minimum 10 buses. Out of which 50% buses should be minimum 48+D Push Back seater and remaining 50% should be minimum 55+D Fixed Seat. Bidder would submit his offer for even number of buses (e.g. 10,12,14,16....etc.) only, offer submitted for odd number of buses (e.g. 11,13,15....etc) will be liable to reject. Bidder has to submit his offer accordingly. As per the requirement of RSRTC, these buses may be deployed / transferred to any depot/Unit/Place and at that depot/Unit/Place Charging Infrastructure will be provided by RSRTC. Alongwith land for parking of electric buses may be provided. Parking fee will be decided by RSRTC.
- g. **In the interest of RSRTC, buses may be transfer from one depot/Unit/Place to another depot/Unit/Place on same conditions and provision of bid.**
- h. 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.
- i. 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.

- j. The Bid Security of Rs. 3,10,000/- 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.
- k. The **BID SECURITY of Rs. 3,10,000/-** 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.
- l. 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”.
- m. Each page of the Technical bid documents should be signed by the Bidder with stamp. Incomplete and Conditional bid will be rejected.
- n. 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.
- o. Before submission of the bid for **suggestion / clarification** for bidding process, a pre-bid meeting will be called on the date mentioned in the bid form.
- p. 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 /portals where the original bidding document was uploaded.**
- b. In case, a clarification or modification is issued **regarding 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

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

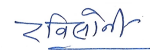
Any dispute/objection regarding the conditions mentioned in all the Bid/contracts/agreements issued by the corporation shall be filed in the competent court located in Jaipur.

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.(if Applicable)	
	PAN for TDS	
4	Type of coaches/buses held with numbers.(Own/attached)	
5	Year of incorporation (attach copy of certificate of registration)	
6	Net Worth.	
7	Name of Authorized person	
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 3X2 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:

Signature & seal of the bidder

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

Signature & seal of the bidder

ANNEXURE ‘D’

DECLARATION BY BIDDERS REGARDING QUALIFICATIONS

In relation to my/our Bid submitted to RSRTC to provide AC 3X2 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 RTTP 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 RTPP 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 RTPP 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 2022-23, 2023-24,2024-25 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.

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: [F.A. RSRTC]

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]

Signature & seal of the bidder

ANNEXURE ‘F’
Format of Bank Guarantee for 0.5% 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: [F.A. RSRTC]

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’

Memorandum of Understanding (MOU) in case of Consortium

(on non-judicial stamp paper of requisite value as per applicable stamp act and duly attested by
Notary Public)

This Memorandum of Understanding (MOU) entered into thisday of20 at Among M/s (hereinafter referred to as” ”) and having registered office atas the Lead Member And M/s (hereinafter referred to as””) and having registered office at as the other member-1 And M/s (hereinafter referred to as””) and having registered office at as the other member-2.

The expressions of (name of lead member),(name of other member-1) and(name of other member-2) (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as "The Consortium" and individually as “the Member” Whereas the Rajasthan State Road Transport Corporation (RSRTC) has issued Request for Proposal for (*name of Contract*) (the “**Contract**”).

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for implementation of the said Contract as per the terms & conditions, specifications and other obligations as mentioned in the Bid document issued by RSRTC. M/s (name of lead member) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the Proposal/Bid, responding to queries and submission of information/ documents, execute and implement (in case the Contract awarded) the Contract as per the terms & conditions, specifications and other obligations as per the Contract Agreement with the Authority with regard to the same on behalf of the consortium and represent the Consortium in its dealing with the Authority and receive instructions for and on behalf of any or all Members of Consortium.

In case the Contract is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract with RSRTC in accordance with the contract terms. All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to this Bid.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation/ Performance of the Contract	Equity Shareholding Committed (in %)
Lead Member		
Other Member-1		
Other Member-2		

Signature & seal of the bidder

All members of the Consortium hereby confirm to carry their respective responsibilities as mentioned in this MoU. Any change in composition of Consortium of a Bidder shall not be permitted during any stage of the Bidding Process and thereafter up till commissioning/ installation of the Contract in case the Contract is awarded.

In case a Contract is awarded to a Consortium Bidder, then Lead Member of the Consortium shall be required to submit Performance Security as per the terms of Bid Document and Contract/ Agreement.

This MoU shall be governed in accordance with the laws of India and Indian courts in Jaipur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. That this MOU shall remain valid for the period of validity of the Bid submitted by the Consortium Bidder and in case successful, till due performance of the Contract with the Authority for the said Contract. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Signed by Authorized Signatory of:

Lead Member: (Name & Designation) Witness:

1.

2.

Other Member-1: (Name & Designation) 1.

2.

Other Member-2: (Name & Designation) 1.

2.

ANNEXURE ‘H’

PERFORMA FOR ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made on the day of **20XX**

Among

Rajasthan State Road Transport Corporation, having its registered office at Parivahan Marg, Jaipur (Rajasthan)- 302001, (hereinafter referred to as “**RSRTC**” which expression shall unless repugnant to the context include its successors and assigns) of the First Part,

AND

M/s._____ having its registered office at_____ (hereinafter referred to as the “**OPERATOR**” which expression shall unless repugnant to the context include the successors and permitted assigns) of the second Part

OR

M/s_____ , having its registered office at_____ ; M/s_____ having its registered office at_____ ; and M/s_____ having its registered office at_____ ; who form a Consortium for the purposes of this Agreement (hereinafter collectively referred to as the “**OPERATOR**” which expression shall unless repugnant to the context include their respective successors and permitted assigns of the Second Part)

AND

A banking company organised and existing under the laws of India and having its head office at _____ and having its branch office at _____ and also in other parts of Jaipur (hereinafter referred to as the “**Escrow Bank**” which expression shall unless repugnant to the or meaning thereof include their successors and permitted assigns) of the Third Part .

WHEREAS:

- A. The Authority and the Operator have entered into an Operation Contract (hereinafter referred to as “Agreement”), to grant to the Operator a non-exclusive right to operate and maintain the AC 3X2 Electric Buses and provide Bus Services on the terms and conditions contained therein.
- B. Under the terms of the Operation Contract, it has been stipulated that an Escrow account shall be created into which the Authority shall deposit all the revenues realized and all the income from the operation of these Buses, collected by the Authority (itself or through a third party) in the Escrow Account.

Within 30 days from the date of this Escrow Agreement, the Authority shall establish the Escrow Account with the (Name of Branch) Escrow Bank’s Branch. The Escrow Account shall be denominated in Rupees.

- C. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations.

Signature & seal of the bidder

- D. The Escrow Bank and the Authority shall, after consultation with the Operator agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Escrow Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. At the instance of RSRTC, the Escrow Account being Account No._____ will open solely for the purpose to duly secure the interest of RSRTC and OPERATOR in terms of the operation of AC 3X2 Electric Buses. OPERATOR and RSRTC hereby appoint (NAME OF BANK), hereby accepts the appointment as the Escrow Bank in respect of the amounts deposited in the Escrow Account and to hold and administer the proceeds in the said Escrow Account in accordance with the terms and conditions contained herein.
2. RSRTC hereby agrees to deposit all the revenues realized and all the income from the operation of referred Buses, collected by the Authority (itself or through a third party) in the Escrow Account.
3. The Escrow Bank shall retain, as security, an amount equivalent to 100% of the Operator's claims/bills/invoice for the previous month prior to releasing any funds to RSRTC. This retention is intended to ensure payment security for the Operator and can be utilized for payment to Operator for its invoices. Any amount in excess of this security may be released to RSRTC for its utilization.
4. RSRTC shall ensure that no other person is authorized to utilize or appropriate the revenues realized and all the income accruing from the operation of these Buses.
5. The Escrow Bank shall be given instruction to remit the amounts becoming due to OPERATOR, as per the claims/bills/invoice made by OPERATOR after due approval & confirmation of claim/invoice/Bills by RSRTC, from time to time.
6. So long any amount remains outstanding to the OPERATOR from RSRTC as per the Claims/bills/invoice made by OPERATOR, the amounts in the Escrow Account shall not be utilized for any purpose other than for making outstanding payments to OPERATOR.
7. In the event of a shortfall in payments due to the Operator, the Operator shall have the first right over the funds deposited by RSRTC into the Escrow Account from bus operation revenues. However, if any amount remains unpaid after becoming due, for more than 90 days, RSRTC shall be obligated to deposit the shortfall amount into the Escrow Account. Under no circumstances shall RSRTC be liable to pay any interest on such delayed payments.
8. The Operator agrees and undertakes that as and when due and payable it shall deposit into and/or credit the Escrow Account with damages, penalty or any outstanding amount payable by the Operator to the Authority;

9. The Escrow Bank shall compute and maintain records of all the transactions and the copies of such records shall be made available to RSRTC/OPERATOR as sought from time to time.
10. Names and specimen signatures of the officials of OPERATOR and RSRTC authorized to issue notices under this agreement duly attested are annexed. Changes, if any, in the said authorization will be advised to the Escrow Bank from time to time.
11. OPERATOR and RSRTC both declare that notwithstanding anything to the contrary herein, this agreement is neither intended nor shall be construed, as an amendment or modification to the Bid Agreement/contract.
12. Except as otherwise expressly provided elsewhere in the Escrow Agreement, all notices and/ or communications which are required and remitted to be in writing shall be sufficient if delivered by Registered Post/ Speed post/ courier/ telegram and addressed on the addresses given hereunder:
 1. Managing Director,
RSRTC
Address:
Jaipur (Rajasthan)- 302001
 2. Operator,
 3. Escrow bank,
13. All the parts of this agreement shall be governed and construed in accordance with the Indian Laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts in Jaipur.
14. No variation of this agreement shall be valid or effective unless agreed to in writing by all the parties.
15. Operator shall obtain, maintain and comply with all authorisation, licenses and consents for operation of the Escrow Account at its own cost and pay any taxes, fees, charges or duties including stamp duty or registration fees as may be required from time to time without raising any debit in the Escrow Account.
16. Operator shall indemnify the Escrow bank against any financial liability, which may arise while the Escrow bank discharges his duties and functions as per the Tripartite Agreement to be signed with the Escrow Agent.
17. This agreement shall be effective on the date of execution of this agreement, however the obligation of the Parties hereto shall commence from This agreement shall be co-terminus with the Agreement dated _____ 202X unless otherwise terminated with the mutual consent of the Parties/RSRTC; save and except that all dues of the RSRTC should have been fully paid/ discharged.
18. In consideration of the services provided by the Escrow Bank, the Escrow Bank shall be paid by Operator the sum of Rs._____/ - (_____ **Only**) per month. Operator shall be liable and

responsible to pay the charges to the Escrow bank and the Escrow bank shall not have any claims against RSRTC for the same.

19. RSRTC, OPERATOR and the Escrow Bank hereby agree and undertake not to disclose any information relating to the provisions of this Agreement to any third party or use the information for any purpose not related to Operation of AC 3X2 Electric Buses except with the prior written consent of the other parties.
20. The rights of the OPERATOR under this Agreement shall be in addition and without prejudice to all other rights that OPERATOR has under the Operation Contract.
21. All terms used in this agreement not expressly defined herein shall have the meaning assigned thereto in the Operation Contract.

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

SIGNED SEALED AND DELIVERED

For and on behalf of RSRTC by: (Signature)

(Name)

(Designation)

For and on behalf of Operator by : (Signature)

For and on behalf of the (Escrow bank): (Signature)

In the presence of:

1)

2)

3)

D. FINANCIAL BID DOCUMENTS

**FOR HIRING OF AC 3X2 ELECTRIC FULLY BUILT BUSES
WITHOUT INFRASTRUCTURE ON KILOMETER BASIS FOR 2025-26**

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. **without infrastructure** specified on the schedule (BOQ) in figures as well as in words.

Without Infrastructure – Charging Infrastructure (High Tension Line, Transformer, bus charger and charger related infrastructure, civil work etc) and Electricity for charging of electric buses will be provided by RSRTC. Alongwith Land for parking of electric buses may be provided but all other expenses related to bus maintenance, insurance, damage, driver arrangements etc. shall be borne by the bidder. Parking fee will be decided by RSRTC.

Electricity Charges will be borne by the RSRTC. **Allowed energy consumption or energy efficiency** at the fleet level for the bus fleet shall be – (1.1 kWh/km * Actual Kms operated in a month by bus fleet of an operator) or actual consumption which ever is lesser.

The cost of any electricity consumed on account of charging of the Buses requiring electricity in excess of the Allowed Energy

Consumption and the use of any other equipment, plant and machinery at the Depot/Area/Land provided for Electric buses (if any) shall be payable by the Operator.

RSRTC may install a sub-meter to measure electricity consumption by the operator at the Depot/Area/Land.

Allocated land and Charging Infrastructure 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. Charging Infrastructure and land (as per requirement and availability).

- c) The electric buses shall be capable to operate minimum 225 km. in single charge without opportunity charging on actual condition with GVW and Air Conditioning and other sub system operational, throughout the contract period.
- d) If buses will operate on **a trip of less than 200 km. then NO time** will be allowed/given for opportunity charging.
- e) Opportunity charging shall be provided in-between trips **of more than 200 km** (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.
- f) Trip of more than 200 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).
- g) After completion of a schedule operated by bus, for charging, maintenance, bus checking, bus washing etc. related activities, maximum 06 hours **in origin depot** will be allowed for a bus, after that duty may be assign to bus on schedule for operation.
- h) The SRT, toll tax, permit fee **and other tax required for on route operation 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.
- i) No variations in the rates such mistake, misunderstanding etc. will be allowed on any ground after the Bid has been submitted.

- j) Bidders are prohibited from making any addition or alterations in the descriptions mentioned in the rate schedule or in the column.
- k) 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 ex-factory stock etc. as such conditions shall disqualify the Bid.
- l) 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. 3,10,000/- 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. 3,10,000/- 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, 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. Bids should be submitted before the prescribed date & time online/through hard copy and must be accompanied by BID SECURITY of **Rs. 3,10,000/- per bus** for Hiring of new AC 3X2 Electric Fully Built Buses 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. 3,10,000/- 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. Delivery schedule will be issued separately. 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 **from OEM/ OEM and OEM authorized electric bus body builder** 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 3X2 Electric Fully Built bus with 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 **from OEM/ OEM and OEM authorized electric bus body builder** as per CMVR.
- V. The successful bidder shall inform to General Manager (Quality Control) for the inspection of buses. The successful bidder should provide the bus body accreditation and type approval certificate to RSRTC inspecting authority during the inspection.
- VI. The Bidder/Contractor shall have to provide the offered buses as per the delivery schedule given 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. **2500/-** per day per bus for first 30 days, then Rs. **4,000/-** per day per bus will be charged for each day of delay **up to 45 days**.

After this, the delay period may be extended as per the requirement of RSRTC with penalty of **5,000** Rs. per day per bus, **for this**, the decision of the Managing Director, RSRTC will be final.

In case delivery schedule suffered from any reason which is covered under force majeure 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. **If the services being provided by contractor are found unsatisfactory or the bidder violate the terms/conditions of the contract, the first party will issue a notice and one month's time will be given to the second party to rectify. In case no rectification/improvement is made within one month, RSRTC has reserved the right to cancel/ terminate the agreement even in lock-in period by giving a 15-day prior notice to the firm. Appeal may be submit for above cancellation/ termination as per RTPP Act and Rules**

- VIII.** The new AC 3X2 Electric Fully Built Buses length 12 meter will be hired by RSRTC for the maximum period of 10 years. **Assured** 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 than 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 than 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 225 km. in single charge without Opportunity charging on actual condition with GVW and Air Conditioning and other sub system operational, throughout the contract period.
- X.** If buses will operate on a trip of less than 200 km. than NO time will be allowed/given for opportunity charging.
- XI.** Opportunity charging shall be provided in-between trips **of more than 200 km** (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 200 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 **in origin depot** will be allowed for a bus, after that duty may be assign to bus on schedule for operation.
- XIV.** The hired buses will be operated on any route and under the control 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. Escrow Account

I. RSRTC in consultation with OPERATOR shall open and maintain an Escrow account with a Nationalized/Scheduled Commercial Bank having branch in Jaipur.

II. The Authority (RSRTC) and the Successful bidder (Operator) shall enter into an Operation Contract (hereinafter referred to as "Agreement"), to grant to the Operator a non-exclusive right to operate and maintain the AC 3X2 Electric Buses and provide Bus Services on the terms and conditions contained therein.

III. Under the terms of the Operation Contract, it has been stipulated that an Escrow account shall be created into which the Authority shall deposit all the revenues realized and all the income from the operation of these Buses, collected by the Authority (itself or through a third party) in the Escrow Account.

IV. RSRTC shall deposit all the revenues realized and all the income from the operation of AC 3X2 electric buses into the Escrow Account with the Bank.

V. The Escrow Bank shall retain, as security, an amount equivalent to 100% of the Operator's claims/bills/invoices for the previous month prior to releasing any funds to RSRTC. This retention is intended to ensure payment security for the Operator and can be utilized for payment to Operator for its invoices/bills/claims. Any amount in excess of this security may be released to RSRTC for its utilization.

VI. The Escrow Bank shall be instructed to release payments to the OPERATOR from the bus operation revenue held in the Escrow Account, based on the OPERATOR's claims/invoices/bills and upon due approval & confirmation of the corresponding claims/bills/invoices by RSRTC, from time to time. For as long as any amount remains outstanding to the OPERATOR from RSRTC, no funds in the Escrow Account shall be used for any purpose other than making such payments to the OPERATOR. Once all outstanding amounts due to the OPERATOR have been fully paid and one month's

payment has been retained in the Escrow Account as security in accordance with Clause V above, the Escrow Bank may permit RSRTC to utilize the remaining funds in the Escrow Account. However, if any further amounts become due to the OPERATOR based on subsequent claims, the Escrow Bank shall, upon receipt of such claims, prioritize the use of all available and future funds in the Escrow Account to settle those dues, in accordance with the procedure outlined above.

- VII. In the event of a shortfall in payments due to the Operator, the Operator shall have the first right over the funds deposited by RSRTC into the Escrow Account from bus operation revenues. However, if any amount remains unpaid after becoming due, for more than 90 days, RSRTC shall be obligated to deposit the shortfall amount into the Escrow Account. Under no circumstances shall RSRTC be liable to pay any interest on such delayed payments.
- VIII. In case of termination of Operation Contract by RSRTC, all sub-contracts and agreements in respect of the contract including Escrow Agreement executed by Operator shall stand transferred in favour of the RSRTC.

F. PERFORMANCE SECURITY DEPOSIT

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

The contractor shall pay PERFORMANCE SECURITY DEPOSIT an amount equal to 0.5% 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 0.5% 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.

G. 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.

H. 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 and **other tax required for on route operation 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.
- xi. The 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. (**Assured** Average 400 Km.or above) at the rate determined through this Bid process. **The cancelled Km. on account of any type of break down shall be deducted. Also, The guaranteed Km. may 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.
- 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^{1/2} subject to condition of bus, fitness and satisfactory service given by the contractor and need for RSRTC of the hired bus. **If the services being provided by contractor are found unsatisfactory or the bidder violate the terms/conditions of the contract, the first party will issue a notice and one month time will be given to the second party to rectify. In case no rectification/improvement is made within one month, RSRTC has reserved the right to cancel/ terminate the agreement even in lock-in period by giving a 15 days prior notice to the firm. Appeal may be submit for above cancellation/ termination as per RTPP Act and Rules.**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.

- I.** 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.
- J.** 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.
- K.** 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.
- L.** 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.
- M.** 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.

N. 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”.

O. 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 3X2
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 3X2 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 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 फंड, अन्य सभी देयतायें जो श्रम कानून के तहत देय हैं, द्वितीय पक्ष द्वारा देय होंगी।

इसके अतिरिक्त Without infrastructure अन्तर्गत Charging Infrastructure (हाई टेंशन लाईन, ट्रांसफार्मर, इलेक्ट्रिक चार्जर एवं सम्बंधित इन्फ्रास्ट्रक्चर, सिविल कार्य इत्यादि) एवं इलेक्ट्रिक वाहनों के संचालन हेतु इलेक्ट्रिसिटी, अनुबन्धित वाहन स्वामी को उपलब्ध करायी जायेगी साथ ही निगम स्वामित्व की भूमि पर अनुबन्धित वाहनों हेतु पार्किंग स्थान उपलब्ध कराया जा सकेगा परन्तु बस के संचालन में होने वाले सम्पूर्ण खर्चे उदाहरणार्थ:- वाहन मरम्मत, टूट-फूट, बीमा, चालक व्यवस्था तथा यात्रियों की सुरक्षा इत्यादि संबंधित समस्त उत्तरदायित्व द्वितीय पक्ष द्वारा वहन किया जावेगा। इलेक्ट्रिक वाहनों के संचालन हेतु इलेक्ट्रिसिटी निगम द्वारा उपलब्ध करायी जायेगी। इसके अन्तर्गत, अनुबन्धित वाहन फ्लीट स्तर पर अनुमत ऊर्जा खपत या ऊर्जा दक्षता - 1.1 KWH/KM X अनुबन्धित वाहन फ्लीट द्वारा एक महीने में संचालित वास्तविक किलोमीटर अथवा वास्तविक खपत, दोनों में से जो भी कम हो।

इलेक्ट्रिक वाहनों को चार्ज करने में अनुमत ऊर्जा खपत से अधिक खपत की गई बिजली और इलेक्ट्रिक बसों के लिए उपलब्ध कराए गए डिपो/क्षेत्र/भूमि पर किसी अन्य उपकरण, संयंत्र, मशीनरी के उपयोग के कारण खपत की गई बिजली (यदि कोई हो) की लागत ऑपरेटर द्वारा देय होगी।

निगम, ऑपरेटर द्वारा बिजली की खपत को मापने के लिए एक उप-मीटर भी स्थापित कर सकता है।

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 Charging Infrastructure तथा भूमि को भविष्य में निगम आवश्यकतानुसार किसी अन्य स्थान पर स्थानान्तरित किया जा सकेगा। परिवर्तित स्थान पर Charging Infrastructure तथा वाहन पार्किंग हेतु भूमि (आवश्यकता एवं उपलब्धता अनुसार), निगम द्वारा उपलब्ध करवाई जावेगी। पार्किंग शुल्क निगम द्वारा निर्धारित किया जायेगा।

2. वाहन स्वामी / अनुबन्धकर्ता मै. पुत्र श्री
..... को निगम द्वारा जारी कार्यादेश (LOI) क्रमांक दिनांक में वर्णित कुल
वाहनों अनुबन्ध हेतु आगार, राजस्थान परिवहन निगम को उपलब्ध करानी होगी।
3. द्वितीय पक्ष द्वारा नवीनतम मॉडल की AC 3X2 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 **from OEM/ OEM and OEM authorized electric bus body builder** as per CMVR धारित इलेक्ट्रिक वाहन निर्माताओं से कराना होगा। सफल बोली दाता 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 रखेंगे तथा मोटर वाहन अधिनियम के उल्लेखित नियमों में निर्दिष्ट सभी प्रकार के उपकरणों की सफाई तथा अन्य ऐसे समस्त खर्च जो वाहन को सही हालत में रखने के लिये आवश्यक है, 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 हड़ताल 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 निश्चित औसत 400 कि.मी. अथवा अधिक प्रतिदिन संचालन अनुसार भुगतान किया जावेगा। निगम द्वारा अनुबंध पर ली गई वाहन फ्लीट के औसत 400 कि.मी. प्रतिदिन संचालित कि.मी. का

किराया निर्धारित दर रुपये 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 (Earning) 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 निश्चित 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 कि.मी. को सभी वाहनों के कुल संचालित दिवसों से विभाजित किया जावेगा।

अनुबंधित फ्लीट के किलोमीटर में किसी भी कमी के लिए आश्वासित (निश्चित) किलोमीटर स्वीकार्य नहीं होंगे जो निम्नलिखित कारणों से उत्पन्न हो-

(अ) अनुबंध बोली के तहत ऑपरेटर की गलती।

(ब) रखरखाव या दुर्घटनाओं के कारण अनुबंधित बसों की अनुपलब्धता।

(स) ऑपरेटर द्वारा कानून का उल्लंघन एवं किसी अप्रत्याशित घटना का घटित होना।

आश्वासित (निश्चित) किलोमीटर की गणना करते समय, अनुबंधित वाहन में यांत्रिक/अन्य किसी खराबी के कारण निरस्त रहे किलोमीटर की कटौती की जाएगी। साथ ही यदि अनुबंधित वाहन किसी दिन या उसके किसी भाग में संचालन हेतु उपलब्ध नहीं होती है तो आश्वासित (निश्चित) किलोमीटर आनुपातिक रूप से कम किये जा सकेंगे।

8. अनुबंधित वाहन स्वामी द्वारा, एक बार फुल चार्ज के पश्चात न्यूनतम 225 किमी (without Opportunity charging, on actual condition with GVW and Air Conditioning and other sub system operational, throughout the contract period) संचालन में सक्षम इलेक्ट्रिक वाहन उपलब्ध कराई जावेगी।
9. वाहन को निर्धारित एक परिचक्र के पश्चात (200 किमी से अधिक के परिचक्रों की स्थिति में) चार्ज करने हेतु अधिकतम 120 मिनट का समय देय होगा। द्वितीय पक्ष द्वारा उपलब्ध कराये गये इलेक्ट्रिक वाहन को 200 किमी तक के परिचक्र पर संचालन की स्थिति में मार्ग पर अपॉच्युनिटी चार्जिंग हेतु कोई समय देय नहीं होगा। 200 किमी से अधिक के परिचक्र पर संचालन की स्थिति में मार्ग (आने एवं जाने दोनों ओर) पर अपॉच्युनिटी चार्जिंग की आवश्यकता होने पर अधिकतम 30 मिनट का समय देय होगा। वाहन के एक शिड्यूल पर संचालन के पश्चात वाहन चार्जिंग, मेंटीनेंस, यांत्रिक/बैट्री मरम्मत, टूट-फूट एवं चैकिंग, धुलाई अन्य किसी भी कार्य इत्यादि हेतु मूल आगार में, 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 अनुबंधकर्त्ता 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 संबंधित 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 गाड़ी को रोकने व समय सारिणी के अनुसार वाहन का संचालन कार्य करेगा। उक्त परिचालक को टिकिट, 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, बाढ़, 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 जुर्माने पर बस अनुबंध पर स्वीकार करने हेतु प्रथम पक्ष को अधिकार होगा। बीमा पालिसी 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 है 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 दोनों से प्रत्येक बुकिंग एवं स्टेन्ड के 500-500/- रुपये की 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 अनुबंध 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 अर्न्तगत 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 खर्च 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 अनुबंध 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 सं० 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 घन्टे 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 बाबत् 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 रोक 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 एंव 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 अनुबन्धित 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 स्टेन्ड पर नहीं पहुँच पाती है तो आगार प्रबन्धन द्वारा आगार में उपलब्ध अनुबन्धित 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 अन्तर्गत 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 की 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 द्वारा नोटिस जारी कर द्वितीय पक्ष को सुधार हेतु एक माह का समय दिया जायेगा। एक माह में सुधार नहीं किये जाने की स्थिति में 15 दिन का पूर्व नोटिस देकर अनुबंध पर ली गई बसों का अनुबंध निरस्त/समाप्त किया जा 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 प्रबन्ध निदेशक के समक्ष अपील कर सकेगें तथा प्रबन्ध निदेशक 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, प्रथम पक्ष द्वारा नोटिस जारी कर द्वितीय पक्ष को सुधार हेतु एक माह का समय दिया जायेगा। एक माह में सुधार नहीं किये जाने की स्थिति में 15 दिन का पूर्व नोटिस देकर अनुबंध पर ली गई बसों का अनुबंध निरस्त/समाप्त करने का अधिकार निगम के पास सुरक्षित हैं। अनुबंध 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 यंत्रिक स्थिति, संचालन संबंधी त्रुटि, अंकित अनुबंध की किसी शर्त के उल्लंघन के कारण यदि अनुबंध 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।

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 अनुबंध निरस्त कर दे तथा साथ ही बकाया देय राशि जब्त कर ले अथवा द्वितीय पक्ष को "ब्लैक लिस्ट" कर दे। परन्तु इससे पूर्व नोटिस देकर व्यक्तिगत सुनवाई का वाहन स्वामी को मौका देय होगा।

29. निगम द्वारा, अनुबंधित वाहनों को निगम हित में, एक आगार से अन्य आगार में, निविदा की समान शर्तों एवं प्रावधानों पर स्थानान्तरित की जा सकेगी। स्थानान्तरित आगार पर Charging Infrastructure तथा वाहन पार्किंग हेतु भूमि (आवश्यकता एवं उपलब्धता अनुसार), निगम द्वारा उपलब्ध करवाई जावेगी।

30. इलेक्ट्रिक वाहनों के संचालन से प्राप्त आय (Revenue Realized) को Escrow Account में जमा कराया जायेगा। माह समाप्ति के उपरान्त किराये की राशि के भुगतान हेतु अनुबंधित वाहन स्वामी द्वारा आगामी माह की 07 तारीख तक वाहनों के देयक आगार में उपलब्ध कराने होंगे। आगार द्वारा अगले 07 दिवस में उक्त देयक का प्रमाणीकरण कर, भुगतान की कार्यवाही हेतु निर्धारित प्रारूप में सूचना मुख्यालय प्रेषित की जायेगी। मुख्यालय द्वारा, इलेक्ट्रिक वाहनों के संचालन की Escrow Account में उपलब्ध Revenue में से अगले 07 दिवस में भुगतान किया जायेगा। अन्तर राशि की स्थिति में, मुख्यालय द्वारा 90 दिवस की अवधि में भुगतान कर दिया जायेगा। यदि किसी कारणवश भुगतान में विलम्ब होता है तो निगम द्वारा देय राशि पर कोई ब्याज देय नहीं होगा।

31. 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 शिड्यूल 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। अनुबन्धित वाहन स्वामी की किसी भी वाहन के मार्ग पर माह में दूसरी बार ब्रेकडाउन होने पर उस शिड्यूल के तहत संचालित कि.मी. का भी भुगतान नहीं किया जावेगा।

यदि वाहन द्वारा दो दिन के रोटेशन में एक दिन का शिड्यूल 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 शिड्यूल 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।

32. 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।
33. इस अनुबन्ध को निष्पादित करवाने से संबंधित नॉन ज्यूडिसियल स्टाम्प पेपर फीस व अन्य सभी प्रकार के व्यय द्वितीय पक्ष द्वारा वहन किये जावेंगे।
34. यदि अनुबन्धित वाहन का मालिक 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।
35. आयकर संबंधी नियमों के अन्तर्गत 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 काटेगा।
36. 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।
37. 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 बोर्ड

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 डेस्टिनेशन बोर्ड आवन्ति 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।

38. 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।
39. 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।
40. 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।
41. निगम द्वारा वाहन की यान्त्रिक, बॉडी एवं सीटों की स्थिति खराब होने शिकायत पर यदि द्वितीय पक्ष उसमें सुधार नहीं करवाता है तो निगम शर्त संख्या 27 के अनुसार कार्यवाही करते हुये अनुबन्ध समाप्त कर वाहन को 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 क्रेक होने पर	7 दिवस	100/- रु. प्रतिदिन प्रति ग्लास
2	Front glass/Rear Glass क्रेक होने पर	15 दिवस	500/-रुपये प्रतिदिन
3	सीटें फटी होने पर	7 दिवस	50/-रुपये प्रति सीट
4	वाहन अन्दर/बाहर से गन्दी होने पर	7 दिवस	50/- रुपये प्रतिदिन
5	वाहन चालक का पुलिस वेरिफिकेशन न होने पर	15 दिवस	100/-रुपये प्रतिदिन
6	वाहन चालक के वर्दी में नहीं पाये जाने पर	7 दिवस	50/- रुपये
7	वाहन के आगे-पीछे, बाँये-दाँये दोनों ओर RSRTC न लिखा पाये जाने अथवा अस्पष्ट होने पर	7 दिवस	100/- रुपये
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/- रुपये प्रति बस स्टैण्ड
10	वाहन में स्टेपनी/टूल न होने पर	7 दिवस	100/-रुपये प्रतिदिन
11	व्हीकल ट्रेकिंग सिस्टम के खराब होने पर	24 घंटे	100/-रुपये प्रतिदिन
12	वाहन के पर्दे इत्यादि गन्दे होने पर	7 दिवस	50/- रुपये प्रतिदिन
13	मोबाईल चार्जर खराब होने पर	7 दिवस	50/-रु. प्रति चार्जर प्रतिदिन

42. 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,, एल.ई.

डी. लाईट इत्यादि) एवं निगम स्पेसिफिकेशन के अनुसार द्वितीय पक्ष द्वारा वाहन को स्वयं के खर्च पर निर्मित करवानी होगी।

43. अनुबन्धित वाहन में उपलब्ध डिक्किया 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।
44. द्वितीय पक्ष बिना प्रथम पक्ष की पूर्व लिखित अनुमति के अपनी वाहन में सीटें बढ़ाने, कम करने आदि का कोई परिवर्तन नहीं करेगा।
45. 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।
46. आवेदनकर्ता अनुबन्धित वाहन का स्वयं मालिक होना चाहिए।
47. अनुबन्धित वाहन के लाभ-हानि में संचालित होने के लिये वाहन स्वामी को जिम्मेदार नहीं माना जावेगा।
48. द्वितीय पक्ष द्वारा दिये गये नोटिसों की तामील निगम पर तब ही पूर्ण समझी जावेगी जबकि ऐसे नोटिस की रसीद निगम के संबंधित 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 ईमेल से तभी मान्य होगा जब इसमें पूर्ण विवरण सहित आशय स्पष्ट हो व निगम द्वारा अधिकृत व्यक्ति ने प्राप्त किया हो।
49. वाहन स्वामी को अनुबंध के समय निविदा शर्तों के अनुसार 0.5% सुरक्षा राशि 126 माह के लिये डिमांड ड्राफ्ट/वैध बैंक गारण्टी/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 गारण्टी/FDR एवं अन्य वित्तीय दस्तावेज मान्य होंगे। अनुबन्ध अवधि 126 माह से वृद्धिकृत किये जाने पर वैध बैंक गारण्टी/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। 0.5% 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 = 0.5% सुरक्षा राशि की गणना हेतु कुल राशि
50. 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।
51. अनुबन्धित वाहन स्वामी द्वारा वाहन के 06 वर्ष अथवा 07 लाख किलोमीटर, जो भी पहले हो, के पूर्ण होने पर स्वयं के खर्च पर वाहन की Reconditioning करवायी जाएगी।
52. अनुबन्धित वाहन में 06 माह की अवधि के दौरान निम्न घटनायें/गतिविधियां होने पर निगम प्रबंध निदेशक उस वाहन स्वामी की वाहन/समस्त वाहनों का अनुबन्ध समाप्त करने के लिये स्वतंत्र रहेगा—
 - 1) तीन बार अथवा अधिक प्राणघातक दुर्घटना।
 - 2) वाहन संचालन के दौरान चालक द्वारा तीन बार अथवा अधिक शराब सेवन किया जाना पाये जाने

पर।

3) चालक/वाहन स्वामी द्वारा वाहन में अवैद्य सामान (यथा पार्सल, लगेज आदि)/तस्करी/मादक पदार्थ/ज्वलनशील पदार्थ का परिवहन करने पर।

53. 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।

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

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

56. उपरोक्त अनुबन्ध तथा निविदा प्रपत्र में अंकित समस्त प्रावधानों व शर्तों (जो कि इस अनुबंध का भाग होगी) की स्वीकृति मानते हुए दोनों 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 3X2 ELECTRIC FULLY BUILT BUSES

(A) *TECHNICAL SPECIFICATIONS/REQUIREMENTS FOR 12 MTR, TYPE II- 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 and Torque as per OE design
		Battery Capacity – Minimum 250 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 225 km without opportunity charging on actual conditions with GVW and Air conditioning and other sub system operational, throughout the contract period. Bidders may offer technology solutions to meet these criteria.
		Battery Pack Rating and Number of battery pack as per OE design
		Location of battery power pack- as per OEM design and as per CMVR
		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

Sr.No.	Parameter	RSRTC requirements
		bidder must supply an electric bus model accordingly) without affecting the schedule. 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).
4.	Rated Performance at GVW in Stop / Start Operation	Bus attain at least 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 above point no-4.
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	225 km minimum in single charging on actual condition with GVW and AC and other sub system operational, throughout the contract period.
	Charger Type	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 net power & max.30 min. power – AIS: 041 (Rev-1)-2015. 4) Type approval of battery operated vehicles.- AIS: 049 (Rev-1)-2016.

Sr.No.	Parameter	RSRTC requirements
		5) Traction battery used in battery operated vehicles – AIS: 049 -2009.
11.	Transmission	As per Manufacturer's Design.
12.	Front Axle	Heavy Duty axel.
13.	Rear Axle	Fully Floating Type.
14.	Steering	Electro Hydraulic Power Steering with adjustable and tiltable as per OE design and as per CMVR
15.	Brakes	ABS (Anti-lock Braking System) with Front disc and Rear Drum/Disc; recommended 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)
17.	Turning Circle	As per CMVR Rules.
18.	Driver Seat	As per requirement of AIS-023
19.	Chassis	As per CMVR Rules
		Total Length- Min. 12000 mm +/- 100 mm
		Total Width- Maximum 2600 mm
		Ground clearance (unkneeled at GVW) – Minimum 240 mm
		Axel clearance – Minimum 175 mm
20.	Suspension	Air Suspension at Front & Rear
21.	Shock Absorber	Hydraulic type double acting telescopic shock absorbers shall be fitted on Front & Rear Axle to

Sr.No.	Parameter	RSRTC requirements
		take vertical damping; as per CMVR
22.	GVW	As per CMVR Rules & its amendments from time to time.
23.	Speed Limiting Device	As per OE manufacturers design& Complies to AIS 018.
24.	Horns	Horns shall be complying CMVR rules.
25.	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) Bus Body Structure	As per AIS 052 and AIS 153.
	b) 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.	Step pan	Step pan should provide with sturdy structure, antiskid strip, step edging angle as per rule of AIS: 052 with safety precautions.
3.	Seating System & Seating Capacity.	Minimum 48 + (1 Driver) 3X2 Push Back Type High back Seats/ Minimum 55 + (1 Driver) 3X2 Fixed Type High back Seats with footrest, Bottle holder, Magazine Pouch, coat hanger as per AIS:023 and AIS 052 & AIS 153. Seat belts to be provided at wherever necessary.
4.	Body Dimensions	Overall length Min. 12000 mm +/- 100 mm
		Overall Width Minimum 2550 mm.
		Over all Height – As per CMVR

Sr.No.	Parameter	RSRTC requirements
		Floor Height: Minimum 1000 mm
5.	a) Body panel	As per Manufacturers design
	b) Front Fascia with bumper	With aesthetic view in One Piece Laminated Windshield Glass with Heavy Duty Glass mounted with rubber beading/pasting.
	c) Rear fascia with bumper	With aesthetic view including one piece toughened single glass mounted with rubber beading/pasting at rear body back side.
	d) Dash Board	As per OE manufacturers design and should be sturdy, durable & decorative with suitable paint. As finalized by RSRTC
	e) Roof structure and body	As per AIS 052 , AIS 153 and AIS 031
6.	Insulation	As per AIS 052/CMVR.
7.	Driver Work Area	Driver Work Area should be as per AIS: 047.
8.	First Aid Box	1 No. as per CMVR Rules.
9.	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 be robust type to avoid any rattling with good aesthetic look with proper rubber sealing to avoid ingress of water & dust.
		b) Emergency switch should be provided inside & outside of door.
		c) The steps should be as per requirement of AIS: 052 and AIS: 153.
10.	Passenger Safety System	as per CMVR/AIS 153 & AIS 052

Sr.No.	Parameter	RSRTC requirements
11.	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.
12.	Emergency Exit & Door & Roof hatches & Fire Extinguishers	As per CMVR/AIS 052 and AIS 153
13.	Fire Detection system	As per CMVR and AIS 052 and AIS 135.
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; as per CMVR/AIS 052 and AIS 153
15.	Luggage Space	Minimum 3 cubic meter space shall be provided including under the floor area and hat rack / other luggage space inside the saloon area.
16.	Window & Window Glasses	As per manufacturers design and as per CMVR /AIS 052 and AIS 153.
17.	Provision for specially person.	Provision for specially abled person as per CMVR and Bus body code.
18.	Rear View Mirror	As per Type Approval Certificate and CMVR
19.	Destination Board	Led Digital Display Destination Board 1 No. at Front & 1 No at Rear as per AIS: 052 and Bus Body Code.
20.	Mud Flap	To be provided as per OE manufacturers design.
21.	Registration No. Plate	Registration No. plate should be High security Registration plate (HSRP) as per CMVR.

Sr.No.	Parameter	RSRTC requirements
22.	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) Aesthetic looking Hat Rack as per manufacturers design. 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 Blower should be provided.
		6) Air passage / Duct/ fan to be provided in the Driver Work Area at suitable location for proper in-flow of air inside the driver area. Driver Work Area should be provided with Blower to ensure proper ventilation or as per OEM design.
23.	Paint	As per OEM specifications and colour & design as decided by RSRTC
24.	Electrical System; Ancillaries, cable, wiring Singling, mandatory and safety devices	Electrical System - As per AIS 052 and AIS 153
		1) Ancillaries Equipment's, Lights and Light Signaling Devices: As per Type approval certificate and CMVR
		2) The Battery cable – as per CMVR
		3) Head lights – As per OEM design and as per CMVR
		4) Fog lamp -2 nos. in Bumper/suitable

Sr.No.	Parameter	RSRTC requirements
		place .
		5) Side indicator lamp-As per CMVR Rules & requirements of AIS: 052 (At Front show).
		6) Tail lamp Assembly - As per CMVR Rules & requirement of AIS: 052.
		7) Passenger saloon Light: Sufficient and attractive LED Tube Lights with inbuilt LED night lamps to meet the requirement of LUX as per AIS: 052.
		8) Night Lamps: minimum 2 Nos. LED Night lamps to be provided.
		9) LED Light: Sufficient LED Lights should be provided at Driver Cabin, Conductor, and Step Light etc.
		10) Number plate Light: For Rear side number plate light should be provided as per CMVR
		11) Charging Socket : Concealed Type USB Safety Socket of sufficient capacity for each Row of Passenger Seat to Charge Mobile should be provided
		12) ETIM Charger: 1 no. located near driver partition in driver cabin (only point required).
		13) PA system: As per manufacturer specifications meeting AIS 153, AIS 052 and CMVR.
		14) Hooter : As per CMVR
		15) Intelligent Transport System - 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.
		16) Camera provision – As per AIS 052 & AIS 145.
		17) Wiring: All bus wiring should be as per CMVR. Bus should be fitted with Master Multiplex Wiring compatible for auxiliary system

Sr.No.	Parameter	RSRTC requirements
		like Intelligence Transport System (ITS) confirming to IP: 67 & AIS: 153 & AIS 140
25.	Wind Screen Wiping System	Wind Screen Wiping System should be as per CMVR.
26.	Stickers	Seat Number, RSRTC Monogram, various instructions as finalized by RSRTC, should be displayed with proper stickers of good quality; as per CMVR Rules
27.	Tool Box	Standard Tool Box to be provided at appropriate space With/Without Light Arrangement.
28.	Door Lock & Hinges	Should be Type Approved.
29.	Safety Belts	Safety Belt where ever Necessary as per CMVR shall be Provided.
30.	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. All above ;as per CMVR
31.	Wheel Caps	As per OEM design
32.	Tools for Repairing	Tools shall be supplied as per CMVR the required Spanners, Plier, screwdrivers, etc. Tools for primary repairing and maintenance of Electric Bus.
33.	Shower test.	There should not be ingress of water from any direction of bus body

Sr.No.	Parameter	RSRTC requirements
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Proposed CCTV Camera Specifications for buses

Camera Resolution	5 MP (2960x1668/2880x1620)
IR Distance	30 m
Lens Type	Fixed- Focal
Noise Reduction	3D-NR
Day/Night Mode	Auto(ICR)/Color/B/W
Power Source	12 V DC/PoE (802.3af)
Network Connectivity	Ethernet/wi-fi
Protocol	IPv4; IPv6; HTTP; TCP; UDP; etc.
Storage	FTP; SFTP; Micro SD Card (Support upto 512 GB), NAS
Video Streaming	Main stream: 2960 × 1668@(1–20 fps)
Compliances	1. STQC Certified
	2. Should comply with the orders issued by Finance Department, Government of Rajasthan dated 01-01-2021, 15-01-2021 and 30-30-2021
Installation	Steel conduit pipe along with camera boxes
Quantity	2 per bus
Position	1. Camera -1 : Ceiling of the bus covering first 5 row of seats 2. Camera -2 : Ceiling of the bus covering second 5 row of seats
Software	Video view/download facility by bus numbers (Web & Mobile App)
Video Recording	15 Days Cyclic
Availability	
Sound	Inbuilt Mic and Speaker
API Integration	Required - Automatic Passenger Count System/ Face Recognition System

LETTER WRITING AND LOGO & STICKERS		
I	** राजस्थान राज्य पथ परिवहन निगम ** has to be written in HINDI on both side stretch panels :- - On conductor side, beneath the 2 main windows, - On driver side, 50mm before driver door beneath the 2 main windows. - Size of the letters shall be 150 mm height x 1620 mm span.	Tata Blue Fluorescent stickers
ii	"RSRTC" logo on both side panels, FES & RES has to be provided as per specifications.	Tata Blue Fluorescent stickers
iii	 EV in 8" dia circle has to be written, as case may be, on FES LH side	Dark Green Fluorescent sticker
iv	Name of the depot to be written on :- ☞ On top of front wind screen ☞ On outer top front and rear dome of letter size 125 mm height.	- Red Fluorescent sticker with yellow back ground putta 250 mm width. -Tata Blue Fluorescent stickers instead of Violet purple stickers.
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	<u>Slogans</u> 1. फर्स्ट एंड बॉक्स, सुझाव पुस्तिका चालक केबिन में उपलब्ध है। —शिकायत एवं सुझाव के लिये टॉल फ्री न. 18002000103	1. टॉप RH साइड पार्टीशन पर (लाल रंग में 40एमएम साइज)

— दूरभाष नियन्त्रण कक्ष मुख्यालय, जयपुर . फोन. 9549456745 — मुख्य प्रबन्धक न. — प्रबन्धक(संचालन) न..... — प्रबन्धक(यातायात) न..... 2. धूम्रपान वर्जित है।(स्टीकर लाल रंग में) 3. संकट द्वार (लाल रंग में 40एमएम साईज) 4. "यात्री किसी अनजान व्यक्ति से कोई वस्तु न लें" 5. "यात्री कोई संदिग्ध /लावारिस वस्तु को न छुये व उसकी सूचना तुरन्त चालक अथवा परिचालक को दें" 6. ई-टिकटिंग के माध्यम से टिकट प्राप्त करने हेतु निगम की website: www.rsrtonline.rajasthan.gov.in पर लोग ऑन करें। 7. यात्री यात्रा करने से पूर्व बुकिंग या परिचालक से उपयुक्त टिकट प्राप्त कर यात्रा करें। बिना टिकट यात्रा करने पर..... 8. निगम की बसें राष्ट्रीय धरोहर हैं। इनकी सुरक्षा करना हमारा कर्तव्य है। 9. "बस रुकने पर सावधानी से, आगे मुँह करके उतरें"। 10. <u>ध्यान दें:-</u> दुर्घटना रहित बस संचालन पर 11 Name of the depot to be written on :- ☞ On top of front wind screen both the glasses of letter size	— टॉप RH साइड पार्टीशन पर स्लोगन न.1 के नीचे (काले रंग में 40एमएम साईज) 2. चालक पार्टीशन 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 पार्टीशन पर सैलून में (लाल रंग में 40एमएम साईज) 5. टॉप LH साइड पार्टीशन पर सैलून में (लाल रंग में 40एमएम साईज) 6. पार्टीशन पर सैलून में (लाल रंग में 40एमएम साईज) 7. टॉप LH साइड पार्टीशन पर काले रंग में 40 एमएम साईज । 8. अन्दर यात्री फाटक के ऊपर लिखें (काले रंग में 40 एमएम साईज) 9. अन्दर यात्री फाटक के ऊपर स्लोगन न. 7 के नीचे लाल रंग में 40एमएम साईज में लिखें। 10. ड्राइवर सीट के सामने टॉप डोम मध्य में अंकित करें। (लाल रंग में 40एमएम साईज) 12- - Red Fluorescent sticker with yellow back ground putta 250 mm width.
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	140 mm height ☞ On outer top front and rear dome of letter size 125 mm height. डिपो का नाम (उदाहरण के लिये – “जयपुर डिपो” 13. “आपकी यात्रा मंगलमय हो” 14. सांसद/ विधायक सीट 15. महिला सीट 16. दिव्यांग सीट	-Tata Blue Fluorescent stickers 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।
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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. 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)