

REQUEST FOR PROPOSAL DOCUMENT

For

**Selection of an Operator for Design,
Installation, Commissioning and Operation
& Maintenance of Electric Vehicle Charging
Infrastructure of 172 EV Chargers at select
locations for 300 fully AC 3x2 Electric Bus
Fleet of RSRTC**

(RFP No. ____)



Issued by:

General Manager (Bus Body)
Rajasthan State Road Transport Corporation
(A Govt. of Rajasthan Undertaking)
Parivahan Marg, Chomu House
Jaipur (Rajasthan) - 302 001

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REQUEST FOR PROPOSAL (RFP) DOCUMENT

Disclaimer

This document has been prepared in line with the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013.

This Request for Proposal document (the “**RFP**”) is neither an agreement nor an offer by the Rajasthan State Road Transport Corporation (“**RSRTC**”) to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by RSRTC in relation to the contract. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for RSRTC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

RSRTC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. RSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that RSRTC is bound to select a bidder or to appoint the Successful Bidder, as the case may be, for the contract and RSRTC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

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NIB NO. RSRTC/ED(Engg.)/Bus Body/2026-27/1094

Date: 23.10.2026

BID FORM FOR SELECTION OF OPERATOR FOR DESIGN, INSTALLATION, COMMISSIONING AND OPERATION & MAINTENANCE OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE FOR RSRTC ELECTRIC BUS FLEET BID FEES AND IMPORTANT DATES

Schedule of Bidding Activities

S. N.	Item Description (Providing of EV Charging Infrastructure)	Estimated quantity of EV Chargers with associated Infrastructure to be installed	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.	Selection of operator for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet	No of EV Chargers: 172 Estimated Project Cost: Rs. 767 Crore	11,800/-	2500/-	15.34 Crore	30.10.2026, 11.00 AM
						25.11.2026, 05.00 PM
						27.11.2026, 11.00 AM

Note:-

- RSRTC reserves the right to change or alter number of chargers and the proposed locations for development of charging infrastructure at any stage.
- This successful bidder shall "Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet and handing over the assets to the RSRTC at the expiry of Project Period or earlier termination of the Contract.
- All applicable statutory approvals/ permissions from the respective authorities for the Charging Stations shall be procured and obtained by the bidder. RSRTC shall provide documentary assistance to the bidder to obtain the consents, clearances, permits and the governmental approvals in a timely manner in connection with the Project. Further, RSRTC agrees to provide documentary assistance in obtaining separate power connection or enhancing the power supply at each location, if

required by the bidder in connection with the Project or future expansion as required by RSRTC.

4. Bidder shall take all safety precautions in connection with the setting up and operation of the Charging Stations to ensure safety to the premises and buses.
5. RSRTC shall pay Operator Per Unit (kWh) Service Charge for Electricity consumed in charging of RSRTC EV buses on monthly basis.
6. Any change (increase/decrease) in the electricity charges by the Rajasthan Electricity Regulatory Commission (RERC) shall be adjusted in the monthly billing as per calculations detailed in RFP Documents.
7. The technical bid without any of or all of the required cost of document/ fees/ BID SECURITY mentioned above in the table shall be liable to reject such Bid, for that such Bidder shall be fully responsible.
8. Bid documents can be seen and obtained from:
<http://transport.rajasthan.gov.in/rsrtc/>, <http://sppp.rajasthan.gov.in>, &
<https://eproc.rajasthan.gov.in>.
9. 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.
10. In the event of any date specified above being declared a holiday for the Corporation, the due date shall be the following working day.



GENERAL MANAGER (B/B)

1. INTRODUCTION

1.1. About Rajasthan State Road Transport Corporation Limited

1.1.1. Rajasthan State Road Transport Corporation Limited ("RSRTC") is a corporation owned by Government of Rajasthan ("GoR") established under the Road Transport Act 1950 with the objective of providing economic, adequate, punctual and efficient services to the public. RSRTC is committed to providing high-quality services, consistently and constantly improving the services for the satisfaction of the passengers. To fulfil the commitment, RSRTC has incorporated 300 fully AC 3x2 Electric Buses in fleet for all category of passengers.

1.1.2. RSRTC intends to select an Operator for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure of 172 EV Chargers at 16 locations for its 300 fully AC 3x2 Electric Bus Fleet. Detail of locations with number of EV Chargers at each location is as follows:

Depot Name	Number of Chargers	Type of charger
AJMER	14	240kW DC, Dual Gun, (CCS II)
ALWAR	13	240kW DC, Dual Gun, (CCS II)
BEAWAR	9	240kW DC, Dual Gun, (CCS II)
BHARATPUR	10	240kW DC, Dual Gun, (CCS II)
BHILWARA	13	240kW DC, Dual Gun, (CCS II)
CHITTORGARH	9	240kW DC, Dual Gun, (CCS II)
JHUNJHUNU	5	240kW DC, Dual Gun, (CCS II)
CBS Sindhi Camp	13	240kW DC, Dual Gun, (CCS II)
DELUXE	12	240kW DC, Dual Gun, (CCS II)
JODHPUR	9	240kW DC, Dual Gun, (CCS II)
KEKRI	9	240kW DC, Dual Gun, (CCS II)
KOTA	13	240kW DC, Dual Gun, (CCS II)
SAWAI MADHOPUR	10	240kW DC, Dual Gun, (CCS II)
SIROHI	11	240kW DC, Dual Gun, (CCS II)
TONK	9	240kW DC, Dual Gun, (CCS II)
UDAIPUR	13	240kW DC, Dual Gun, (CCS II)

Note: EV Charging Infrastructure shall also be developed at Kotputli with 4 chargers and NCR Region with 3 chargers by the Operator as and when required by RSRTC. Number of locations may be increased or decreased as per discretion of RSRTC.

1.2. About Contract

1.2.1. RSRTC invites online Bids in single stage two packet system (technical bid and financial bid) from eligible entities or group of entities ("**Consortium**") incorporated in India for selection of Operator for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure through transparent open competitive bidding process, for a period of 10+2+2 years from the date of signing of Agreement ("**Project**")

- Period**”). Increase in the initial Project Period of 10 years by 2 years shall be solely decided by RSRTC and RSRTC decision shall be binding on Operator. Further extension of 2 year shall be mutually decided by RSRTC and Operator upon satisfactory delivery of services by Operator in accordance with terms and conditions set forth in this RFP document and consequential Agreement.
- 1.2.2. After the Project Period is over, the Project, all on site facilities, infrastructure, all equipment's erected or installed as part of the Project as well as the land comprising the Project Site shall be handed back to RSRTC, free from all encumbrances and in accordance with good industry practices.
 - 1.2.3. Successful Bidder shall be entitled to develop, operate, maintain the Electric Vehicle Charging Infrastructure in accordance with the provision of this RFP document and the consequential Agreement document. The area for installing EV Charging Station shall be made available to Selected Operator on “as is where is basis”.
 - 1.2.4. During the Project, RSRTC may increase number of locations for installation of EV charging infrastructure or increase number of EV chargers at a particular location on similar terms and conditions as decided in this Bidding Document. In case, Operator refuses and does not agree to undertake the work, RSRTC can get the work executed at its own or through another Operator.
 - 1.2.5. The bidder shall Coordinate with DISCOMs, obtain 33kV or required connections, install Transformers of required capacity, HT/LT Panels & all related cabling, Install 240 kW Dual Gun DC Fast Chargers its foundations, sheds, and fire-fighting systems, CCTV Camera etc. at its own cost, and shall upgrade and refurbish the Charging Stations, in line with the technology advancements and RSRTC needs, from time to time.
 - 1.2.6. The bidder shall provide Comprehensive Maintenance and 24/7 deployment of Manpower required for smooth operation of buses. Trained operators must be present on-site to initiate charging. Bidder shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and Operation & Maintenance of each EV charging stations.
 - 1.2.7. The bidder shall ensure charging services aligned strictly with RSRTC's bus dispatch timings and warrants that chargers shall be available 24/7 and synchronized with RSRTC's "Operating Schedule." Every incoming RSRTC bus must be provided with a functional charging gun immediately upon arrival.
 - 1.2.8. All applicable statutory approvals/ permissions from the respective authorities for the Charging Stations shall be procured and obtained by the bidder. RSRTC shall provide documentary assistance to the bidder to obtain the consents, clearances, permits and the governmental approvals in a timely manner in connection with the Project. Further, RSRTC agrees to provide documentary assistance in obtaining separate power connection or enhancing the power supply at each location, if required by the bidder in connection with the Project or future expansion as required by RSRTC.
 - 1.2.9. RSRTC shall be required to pay Service charge to the Successful Bidder which includes Electricity Charges as detailed in this RFP document and the consequential Agreement document.

- 1.2.10. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder as set forth in this RFP document or RSRTC's rights to amend, alter, change, supplement or clarify the scope of this project, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by RSRTC.
- 1.2.11. RSRTC shall receive Bids pursuant to this RFP and other documents (as per requirement) issued by RSRTC during Bidding Process (collectively the **"RFP document"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the **"Bid Due Date"**).

1.3. Brief Description of Bidding Process

- 1.3.1. RSRTC has adopted a single-stage, two-bid (packet) (Technical Bid and Financial Bid), open transparent competitive e-bidding process through e-procurement system at www.eproc.rajasthan.gov.in (the **"Bidding Process"**) for selection of Bidder for award of the Contract.
- 1.3.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the **"Bid"**) for the Contract in accordance with the provisions of the RFP document.
- 1.3.3. Bidders shall submit/upload their Technical Bid and Financial Bid at www.eproc.rajasthan.gov.in as per the provisions of this RFP document.
- 1.3.4. **The Bidder shall quote a Per Unit Service Charge (in INR per kWh) inclusive of applicable taxes and this rate shall be fixed for the entire Project Period subject to Price variation clause below. The Contract shall be awarded to the qualified Bidder quoting the lowest Per Unit Service Charge (L1), subject to fulfilment of all terms and conditions specified in this RFP and the consequential Agreement.**

A. Components of Service Charge:

The quoted Per Unit Service Charge is inclusive of all capital expenditures, operational expenses, electricity charges and margins incurred by the Operator. Components include, but are not limited to, the following:

- Procurement, installation, commissioning, development, civil works, electrical infrastructure and CCTV Installation required for the EV Charging Station;
- Comprehensive operation, regular servicing, routine maintenance, and repair of the EV charging infrastructure;
- Electricity Charges including but not limited to unit/energy charges, fixed/demand charges, electricity duty, fuel surcharge (FPPCA), green cess, municipal cess, or any other statutory levies/taxes

notified by the concerned DISCOM / State Electricity Regulatory Commission (RERC) / State or Central Government;

- Operator's margin, overheads, personnel costs, insurance, financing costs, and statutory compliance expenses.
- All taxes as applicable

- B. Price Variation in Components of Electricity Charges:** Any increase in specified components of electricity charges more than 3% on annualized basis from the Electricity Charges on the date of signing of Agreement shall be reimbursed to the Operator. Electricity Charges components considered for price variation shall include only unit/energy charges (Base Rate) and fuel surcharge (FPPCA) notified by the concerned DISCOM / State Electricity Regulatory Commission (RERC) / State or Central Government and shall be entirely borne by RSRTC. However any decrease in Electricity Charges shall reduce the Service Charge paid by RSRTC to Operator.
- C.** Further in case new Tax, cess, levies, etc is imposed on Electricity Bill, it shall be paid additionally by RSRTC. Alternatively, in case any tax, cess, levies, etc are waived off in Electricity Bill, the Service charges will be reduced by similar amount.

Notwithstanding anything contained in this RFP document, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

1.4. Schedule of Bidding Process

1.4.1. RSRTC shall endeavor to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1.	Availability of RFP Document	Document can be downloaded from: Rajasthan E-proc Portal: www.eproc.rajasthan.gov.in Rajasthan SPP Portal: www.sppp.rajasthan.gov.in
2.	Payment to be paid along with Submission of Bid	RISL Processing Fee: Rs. 2,500/- in form of Demand Draft (DD) of Scheduled Bank in favour of "Managing Director, RISL" payable at Jaipur. Bid Document Cost: Rs. 10,000/- + GST (i.e. Rs 11800/-) Demand Draft (DD) of Scheduled Bank in favour of "F.A., RSRTC" payable at Jaipur. Bid Security: Rs. 15,34,00,000/- Demand Draft (DD)/Bank Guarantee of Scheduled

S. N.	Event Description	Date
		Bank in favour of "F.A., RSRTC" payable at Jaipur.
3.	Date of Publishing RFP document/ NIB on E-Portal	23/10/2026
4.	Mode of Submission of Bid	Online at e-Proc Portal (www.eproc.rajasthan.gov.in)
5.	Date & Time for Pre – bid Meeting	Date: 30-10-2026 (11:00 Hrs) Venue: Head Office, Parivahan Marg, Chomu House, Jaipur (Rajasthan) - 302 001
6.	Last Date of Submission of Written Queries	Date: 02-11-2026 (11:00 Hrs) Queries must be submitted to the Office of the General Manager (Bus Body) RSRTC, Jaipur through e-mail id: rsrtc.edeng@gmail.com
7.	Bid Submission Start Date	Date: 06-11-2026
8.	End/Last Date for Downloading RFP document	25-11-2026 (17:00 Hrs)
9.	End/ Last Date for Online Submission of Bid (Bid Due Date)	Up to: 25-11-2026 (17:00 Hrs)
10.	Last Date for Submission of Original Documents of RISL Processing Fee, Bid Document Cost, Bid Submission Confirmation Page and Bid Security	26-11-2026 (17:00 Hrs) (One day before opening of technical Bid up to 17.00 hrs) Venue: Office of the General Manager (Bus Body), Rajasthan State Road Transport Corporation, Parivahan Marg, Chomu House, Jaipur (Rajasthan) – 302001
11.	Date, Time and Venue of Technical Bid Opening	27/11/2026 (11:00 Hrs)

S. N.	Event Description	Date
12.	Date, Time and Venue of Financial Bid Opening	Shall be intimated to Technically Qualified Bidders at appropriate time
13.	Issue of Letter of Acceptance (LOA) to Successful Bidder	Shall be intimated to Successful Bidder at appropriate time
14.	Signing of Agreement	Within 30 days of issuance of LOA after fulfillment of the following: 1) Submission of Performance Security within 21 days of issuance of LOA

The above schedule is tentative. RSRTC reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

- 2.1.1. RSRTC invites online Bids in single stage two packet system (technical bid and financial bid) from eligible entities or group of entities (“**Consortium**”) incorporated in India for selection of Operator for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure through transparent open competitive bidding process, for a period of 10+2+2 years from the date of signing of Agreement (“**Project Period**”). Increase in the initial Project Period of 10 years by 2 years shall be solely decided by RSRTC and RSRTC decision shall be binding on Operator. Further extension of 2 year shall be mutually decided by RSRTC and Operator upon satisfactory delivery of services by Operator in accordance with terms and conditions set forth in this RFP document and consequential Agreement.

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	Bidder must be a legally recognized entity OR group of entities (“Consortium”) incorporated in India. Consortium can have maximum 3 members. In case of Consortium Bidder, all members of Consortium can meet Eligibility Criteria jointly. An Entity submitting its bid individually shall be termed as “Single Entity Bidder”. Group of entities submitting their Bid as Consortium shall be termed as “Consortium Bidder”. The term “Bidder” shall include Single Entity Bidder as well as Consortium Bidder.	GST registration number, PAN number. Power of Attorney to be submitted as per Technical Bid Form - 3 For Sole Proprietorship: - GST Registration, Udyam Registration or Shop Act Registration For Partnership Firm: - A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. - In case of Consortium, a copy of consent of all the partners or individual authorized by partnership firm, to enter into the Consortium Agreement on a stamp paper For Companies Registered under Companies Act 2013: - The copies of MOA (Memorandum of Association)

S. N.	Particulars	Documents Required
		/ AOA (Articles of Association) of the company - A copy of Certificate of Incorporation - Board Resolution in favour of individual to sign the bid document on behalf of the company and create liability against the company. - In case of Consortium, a copy of resolutions of the Directors of the Company, permitting the company to enter into a Consortium agreement For LLP: - A copy of LLP Agreement - A copy of Certificate of Incorporation - Resolution passed by partners in favour of individual to sign the bid document on behalf of the LLP and create liability against the LLP. - In case of Consortium, a copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a Consortium agreement For Registered Society & Registered Trust: A copy of Certificate of Registration A copy of Memorandum of Association of Society/Trust Deed A copy of Rules & Regulations of the Society Memorandum of Understanding (MOU) in case of Consortium Bidder, as per the format given in Bid Forms.

S. N.	Particulars	Documents Required
b)	Financial Eligibility	
(i)	Net Worth: Bidder must have positive net worth as on March 31, 2026.	• Certificate specifying Networth for FY 2025-26 as per the format given in Bid Forms and duly certified by the practicing chartered accountant with Unique Document Identification Number (UDIN) on the certificate in format as specified in Technical Bid Form - 6.
(ii)	Turnover: Bidder must have minimum average annual turnover of Rs. 50 Crore in last three financial years (FY 2023-24, FY 2024-25 and FY 2025-26) <i>In case of Consortium Bidder, all members of the Consortium can meet Turnover criteria jointly.</i>	• Certificate specifying turnover for FY 2023-24, FY 2024-25 and FY 2025-26 as per format as specified in the Technical Bid Form - 6 duly certified by the practicing chartered accountant with Unique Document Identification Number (UDIN) • Bidder shall also submit audited financial accounts of FY 2023-24, FY 2024-25 and FY 2025-26.
c)	Technical Eligibility	

S. N.	Particulars	Documents Required
(i)	The Bidder, either individually or as a cumulative experience of Consortium, should have installed either of the below mentioned works: A. Cumulatively installed, commissioned and operated atleast 55 Public EV chargers of minimum 30KW capacity; OR B. Have supplied and installed atleast 172 Public EV Chargers of minimum 30KW capacity; OR C. Have manufactured and supplied atleast 1000 EV Chargers of any capacity. OR D. Have Experience of atleast one successfully completed EPC/ Turnkey contract of value Rs 10 Crore in one project for Installation of 33 KV and above voltage Electrical Line or 33KV and Above Grid Sub-stations. OR E. Central/State PSU having experience in Manufacturing/ Installation/Operation&Maintenance of EV Chargers/Solar Projects/ Electrical Lines & Sub-stations/EV Buses <i>Note: EV Charger above exclude Portable EV Chargers</i> <i>In case of Consortium Bidder, all members of the Consortium can meet above criteria jointly.</i>	Submit copy of Work Orders/ Contracts, Completion/Experience Certificates from the Client as per format specified in the Technical Bid Form – 5, certified by practicing Chartered Accountant with UDIN Number OR Submit Copy of GST invoices/tax invoices for EV chargers procured by the bidder, clearly establishing charger price, quantity, model and rated capacity. Also, Payment proof of the Invoice should also be attached (should be highlighted in Bidder's bank statement). Summary of above details shall be certified by practicing Chartered Accountant with UDIN Number.

2.3. General Condition for Bidders

- 2.3.1. A Bidder shall be required to submit the Bid containing all details, documents as required in RFP Document. It shall be mandatorily incumbent upon the

- bidder to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Bidding Document. All Documents submitted shall be self-attested by the authorised person only.
- 2.3.2. A debarred bidder shall not be eligible to participate in any procurement process undertaken by:
- (a) any procuring entity, if debarred by the State Government; and
 - (b) a procuring entity if debarred by such procuring entity.
- 2.3.3. Bidders are expected to upload their bids with the scanned copy of requisite payments towards bid document Cost, RISL Fee, Bid Submission Confirmation Page and Bid Security. Original Documents are required to be submitted as per timeline mentioned above.
- 2.3.4. A Bidder shall not have a conflict of Interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 5.2.
- 2.3.5. RSRTC reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.6. Failure by the Bidder to provide all requisite information in the Bid or additional information required by RSRTC shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.7. RSRTC shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
- a) failure to submit the supplementary information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by RSRTC for evaluation of the Bid;
 - b) willful misrepresentation in any document submitted by the Bidder;
 - c) if a Bidder submits more than one Bid;
 - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - f) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
 - g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;

- h) Any other conditions for which forfeiture of Bid Security has been provided under this RFP.
- 2.3.8. In the event RSRTC disqualifies any Bidder under Clause 2.3.7 (b) to (h) to hereinabove, RSRTC may forfeit the Bid Security of such disqualified Bidder.
- 2.3.9. A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as Consortium Member. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a Consortium in the same bidding process.
- 2.3.10. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of RSRTC or any of its officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by RSRTC at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.
- 2.3.11. Where the Bidder is Consortium Bidder, it shall comply with the following additional requirements:
 - a) The Bid shall contain information related to each member of the Consortium.
 - b) Maximum number of members in a Consortium shall not be more than 3.
 - c) A Bidder who is a member of a Consortium Bidder shall not submit its Bid either as Single Entity Bidder or member of any other Consortium Bidder.
 - d) Bid shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all members of the Consortium.
 - e) Members of the Consortium Bidder shall enter into a Joint Bidding Agreement/ Memorandum of Understanding (MOU) as per the format specified in Bid Forms for the purpose of submission of their Bid. The Bid shall contain information about each member of the Consortium and provide additional information whenever asked for.
 - f) A copy of Memorandum of Understanding (MoU) executed by the Consortium members shall be submitted along with the Bid. The complete details of the members of the Consortium, their share and responsibility in the Consortium etc., particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
 - g) Once the Bid is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the Bid Security shall be liable to be forfeited.
 - h) Members of the Consortium shall nominate one member as the Lead Member (the "**Lead Member**") who shall have majority (at least 51%) shareholding in the Consortium. The other members shall have a share of not less than 20% each in case of Consortium with up-to three members. The nomination (s) shall be supported by a Power of Attorney,

as per the format specified in Bid Forms, signed by all the other members of the Consortium. In case of breach of any of the conditions above, without prior approval of RSRTC, RSRTC shall be entitled to terminate the Agreement considering it as Operator's Event of Default.

- i) Approval for change of constitution of Consortium shall be at the sole discretion of the RSRTCs. The constitution of the Consortium shall not be allowed to be modified after submission of the bid by the Consortium, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the Consortium. Failure to observe this requirement would render the offer invalid.
 - j) Similarly, after the contract is awarded, the constitution of Consortium shall not be allowed to be altered during the Project Period except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
 - k) Consortium members shall authorize one of the members on behalf of the Consortium to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to sign and similar such action in respect of the said Bid/contract. All notices/ correspondences with respect to the contract would be sent only to this authorized member of the Consortium.
 - l) No member of the Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of RSRTC in respect of the said bid.
 - m) All the Members of Consortium shall certify that they are not blacklisted or debarred as per Clause 2.3.2.
 - n) Members of the Consortium to which the contract is awarded, shall be jointly and severally liable to RSRTC for delivery of service in accordance with the Agreement. The Consortium members shall also be liable jointly and severally for the loss/ damages caused to the RSRTCs during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 2.3.12. The bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan.

2.4. Payments/Fees with the Bid

- 2.4.1. In terms of this RFP document, a Bidder shall be required to submit the following for RISL Processing Fee, Bid Document Cost, Bid Submission Confirmation Page and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.

Description Fee	Amount	Mode of Payment
RISL Processing Fee	Rs. 2,500/-	Demand Draft (DD) of Scheduled Bank in favour of "Managing Director, RISL" payable at Jaipur.
Bid Document Cost	Rs. 10,000 + GST/- i.e. Rs 11,800/-	Demand Draft (DD) of Scheduled Bank in favour of "F.A., RSRTC" payable at Jaipur.
Bid Security	Rs. 15,34,00,000/-	Demand Draft (DD)/Bank Guarantee of Scheduled Bank in favour of "F.A., RSRTC" payable at Jaipur.

- 2.4.2. Demand Draft/Bank Guarantee shall be made by Single Entity Bidder or Member of Consortium only. Scanned copy for all of the above payments/fee shall be uploaded along with the submission of Technical Bid on www.eproc.rajasthan.gov.in. The Bank Guarantee shall be made as per the format attached in Technical Bid Form and shall remain valid 30 days beyond Bid Validity Period. Original Bank Guarantee shall be submitted physically to RSRTC on date, time and venue as given in Schedule of Bidding Process at Clause 1.4.
- 2.4.3. The Bid shall be summarily rejected if it is not accompanied by the Bid Document Cost, RISL Fee, Bid Submission Confirmation Page and Bid Security.
- 2.4.4. Bid Security of ineligible Bidder(s) shall be returned by RSRTC without any interest as per Clause 2.4.7 below.
- 2.4.5. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- 2.4.6. The Bid Security shall be forfeited by RSRTC, at its sole discretion in the following cases:
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - if the bidder breaches any provision of code of integrity prescribed for bidders in Technical Bid Form – 4
- 2.4.7. RSRTC shall return the Bid Security after the earliest of the following events, namely:
- the expiry of validity of Bid Security;

- b) the execution of Agreement for the Project and Performance Security is furnished by the Successful Bidder; or
 - c) the cancellation of Bidding Process
 - d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 2.4.8. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- a) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal while applying to the bid.
 - b) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the Bidding document before deadline as mentioned in Clause 1.4
 - c) Non submission of scanned copy of Bank Guarantee with the bid on e-procurement portal and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - d) Bid Security shall remain valid 30 days beyond Bid Validity Period.
 - e) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - f) The Bank Guarantee along with RISL Fee and Bid Document Cost shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
 - g) The envelope shall be addressed to the officer and address as mentioned in the Bidding document.
 - h) If the envelope is not sealed and marked as instructed above, the RSRTC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.4.9. Bid security of a bidder lying with RSRTC in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

2.5. Bid Validity Period

- 2.5.1. The Bid shall remain valid for a period of 1 year from the last date of Bid Submission (the “**Bid Validity Period**”). RSRTC reserves the right to reject any Bid which does not meet this requirement.
- 2.5.2. Extension of Bid Validity Period

- a) Bids submitted by the bidders shall remain valid during the period specified in the bidding documents.
- b) Prior to the expiry of Bid Validity Period, RSRTC, in exceptional circumstances, may request Bidders to extend the period of bid validity period for an additional specified period of time. A Bidder may refuse the request and such refusal shall be treated as withdrawal of Bid but in such circumstances Bid Security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.
- d) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6. Number of Bids and Cost thereof

- 2.6.1. No Bidder shall submit more than one Bid in response to this RFP document. Any Bidder who submits more than one Bid shall be disqualified.
- 2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. RSRTC shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Visit to the Project Site and Verification of Information

- 2.7.1. Bidders are required to visit all the 16 locations as mentioned in his document and ascertain themselves independently the site conditions, location, surrounding, climate, access etc before preparation and submission of their Bid. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. RSRTC shall not be liable for such costs, regardless of the outcome of the Bidding Process. Interested entities may contact the following for permission and scheduling the site visit:

General Manager (Bus Body) RSRTC, Parivahan Marg, Jaipur Phone: 0141-2374672 E-Mail Id: rsrtc.edeng@gmail.com

- 2.7.2. Bidders or their authorised representatives shall be granted permission to visit the identified locations by RSRTC, upon request well in advance to the proposed date of visit to the locations. However, the permission would be subject to the express condition that the Bidder shall indemnify RSRTC from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

2.8. Acknowledgement by Bidder

- 2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:
- a) made a complete and careful examination of the RFP document
 - b) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP document or furnished by or on behalf of RSRTC relating to any of the matters referred to in Clause 2.8.1 herein; and
 - c) agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.8.2. RSRTC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by RSRTC.

2.9. Right to Accept or Reject any or all Bids

- 2.9.1. The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

2.10. Communication between the Bidders and RSRTC

- 2.10.1. All communications to RSRTC, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to:

General Manager (Bus Body) ,

RSRTC HO, Parivahan Marg, Jaipur (Rajasthan)

Mob: 0141-2374672, E-mail: rsrtc.edeng@gmail.com

- 2.10.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to RSRTC unless RSRTC is advised otherwise by the concerned prospective Bidder.
- 2.10.3. RSRTC shall not entertain or enter into any correspondence (written or oral) with the Bidders except where RSRTC seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from RSRTC in writing before submission of Bid, whereupon RSRTC may provide written clarifications.

B. RFP Document

2.11. Availability of RFP Document

- 2.11.1. The RFP document (in PDF format) shall be available on www.eproc.rajasthan.gov.in during the period mentioned in Schedule of Bidding Process at Clause 1.4.
- 2.11.2. Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document (Bid Document Cost) in the manner and form as prescribed in Clause 2.4.

2.12. Addendum/Amendment/Corrigendum in the RFP Document

- 2.12.1. At any time prior to the Bid Due Date, RSRTC may for any reason, whether on its own initiative or as a result of a response to written queries, modify the RFP

document/extend Bid Due Date by issuing an **Addendum or Amendment or Corrigendum**.

- 2.12.2. Addendum/ Amendment/ Corrigendum shall be published on www.eproc.rajasthan.gov.in & www.sppp.rajasthan.gov.in and shall become part of the RFP document.

C. Preparation & Submission of Bid

2.13. Language of the Bid

- 2.13.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and RSRTC shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.14. Format and Signing of the Bid

- 2.14.1. The Bidder shall provide all the information sought under this RFP document.
- 2.14.2. Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by RSRTC, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. RSRTC shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.
- 2.14.3. The Technical Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms**. The PDF format shall be uploaded on the website as provided in this RFP.
- 2.14.4. Financial Bid shall be submitted in uploaded Excel Format only and not to be submitted in hard copy at all. The financial bid should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of Employer.
- 2.14.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting etc in the bid document should be avoided. However, any corrections in the Technical Bid such as interlineations, erasures or overwriting, if necessary, shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.14.6. A single stage two-packet (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (RISL Fee, Bid Document Cost, Bid Submission Confirmation Page and Bid Security) in PDF format
 - (ii) Online Financial Bid
- 2.14.7. Technical Bid (the “**Technical Bid**”) shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at Technical Bid Form-1 (in PDF Format)
2	RISL Processing Fee	Scanned copy of Demand Draft (in PDF Format)
3	Bid Document Cost	Scanned copy of Demand Draft (in PDF Format)
4	Bid Security	Scanned copy of Bank Guarantee, Demand Draft (in PDF Format)
5	Bid Submission Confirmation Page	Scanned copy of Bid Submission Confirmation Page (in PDF Format)
6	Details of Bidder <i>(in case of Consortium Bidder, Form to be submitted for each member)</i>	as per the format specified at Technical Bid Form-2 (in PDF format)
7	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder. <i>(in case of Consortium Bidder, documents to be submitted for each member)</i>	Scanned copy of documents (in PDF format)
8	Self-Certified Copy of GST Registration and PAN Card. EPF Registration if Applicable	Scanned copy of documents (in PDF format)
9	Power of Attorney for Authorised Signatory	as per the format specified at Technical Bid Form-3 (in PDF format)
10	Self-Declaration of No Blacklisting or Debarment	as per the format specified at Technical Bid Form-4 (in PDF format)
11	Technical Eligibility	as per the format specified at Technical Bid Form-5 (in PDF

S. N.	Document Type	Document Format
		format)
12	Financial Eligibility	as per the format specified at Technical Bid Form-6 (in PDF format)
13	Joint Bidding Agreement/ Memorandum of Understanding between Consortium Members	as per the format specified at Technical Bid Form-7 (in PDF format)
14	Format of Bank Guarantee for Bid Security	as per the format specified at Technical Bid Form-8 (in PDF format)
15	Additional Conditions of Contract	as per the format specified at Technical Bid Form-9 (in PDF format)
16	Copy of RFP Document sealed and signed by Authorised Signatory of Bidder	PDF Format

Note: Non-Submission of any of the Technical Bid Forms will result into summarily rejection of bid.

2.14.8. Financial Bid (the “**Financial Bid**”) shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per the format specified at Financial Bid Form (BOQ) (format available at www.eproc.rajasthan.gov.in)

2.14.9. Financial Bid should not be indicated at any place in the Technical Bid, otherwise, the Bid shall be summarily rejected.

2.14.10. Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following step to be followed in submission of Financial Bid:

- (i) Download format of Financial Bid in XLS/XLSX format
- (ii) The same XLS/XLSX file is a password protected file. Don't unprotect the file.
- (iii) Fill '**Bidder's Name**' and quote '**Rate**' in the given cells.

- (iv) Validate the above sheet and save file in your computer and upload this duly filled file.

Note:

- It is to be noted that GST and any other taxes, as applicable on Quoted Base Rate shall be included in the Quoted Rate
- Rate including GST and other applicable taxes quoted by Bidder shall be admissible and considered for evaluation upto to two digits only after decimal.

2.15. Submission of Bid

- 2.15.1. Bid shall be submitted in two separate (i) Technical Bid (in PDF format) and (ii) Financial Bid. Technical Bid shall contain all documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses 2.14.7.
- 2.15.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-procurement process.
- 2.15.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders/Authorized Signatory who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 2.15.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-procurement process.
- 2.15.5. Training for the Bidders on the usage of e-Procurement System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

E-mail: eproc@rajasthan.gov.in

- 2.15.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be uploaded with DSC of the Bidder/Authorized Signatory.
- 2.15.7. After submission of Bid on www.eproc.rajasthan.gov.in the Bidders shall submit original Demand Draft (DD) as applicable for RISL Processing Fee, Bid Document Cost and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.4. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

- 2.15.8. Sealed envelope consisting of Fee Documents (bid documents fee, bid processing fee, 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:- 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. 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.

2.16. Last Date of Submission of Bid (Bid Due Date)

- 2.16.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.4 in the manner and form as detailed in the RFP Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.***
- 2.16.2. RSRTC may at its sole discretion, extend the Bid Due Date by issuing an Addendum/Amendment/Corrigendum.

2.17. Withdrawal, Substitution and Modification of Bids

- 2.17.1. A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at www.eproc.rajasthan.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date
- 2.17.2. Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.18. Opening of Technical Bid

- 2.18.1. RSRTC, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.4.
- 2.18.2. All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD) from Scheduled Bank for RISL Processing Fee, Bid Document Cost and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.4 and in conformity with the provisions set-forth in the RFP document.
- 2.18.3. Any information contained in the Bid shall not in any way be construed as binding on RSRTC, its successors or assigns, but shall be binding on the

Bidder if the Contract is subsequently awarded to it on the basis of such information.

- 2.18.4. RSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.18.5. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, RSRTC may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.18.6. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by RSRTC as incorrect or erroneous, RSRTC shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, RSRTC reserves the right to reject the Bid in accordance with provisions of Clause 2.9.

2.19. Confidentiality

- 2.19.1. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising RSRTC in relation to or matters arising out of or concerning the Bidding Process. RSRTC will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. RSRTC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or RSRTC or as may be required by law or in connection with any legal process.
- 2.19.2. RSRTC shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
 - (i) bid is accompanied by relevant document related to RISL Fee, Bid Document Cost and Bid Security;
 - (ii) bid is valid for the period specified in the RFP document;
 - (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) other conditions as specified in the RFP document are fulfilled;
 - (v) any other information which RSRTC may consider appropriate has been furnished by the Bidder.
- 2.19.3. No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD) from Scheduled Bank for RISL Processing Fee, Bid Document Cost and Bid Security.

- 2.19.4. The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.20. Tests of Responsiveness

- 2.20.1. Prior to evaluation of Bids, RSRTC shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:

- a) It is received as per the formats specified in Clauses 2.14.7;
- b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.16;
- c) it is signed and submitted in accordance with Clauses 2.14 and 2.15;
- d) it is accompanied by the Power of Attorney in the format as specified at Technical Bid Form-3;
- e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
- f) it contains information in formats same as those specified in this RFP document;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof.

- 2.20.2. RSRTC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RSRTC in respect of such Bid.

2.21. Clarifications of the Bids

- 2.21.1. To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing.
- 2.21.2. Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the committee shall not be considered.
- 2.21.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
- 2.21.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

2.22. Qualification of Bidders

- 2.22.1. After the evaluation of the Technical Bids in first-part, RSRTC would announce a list of **“Eligible Bidders”** whose Financial Bids will be opened in the second part.
- 2.22.2. RSRTC shall upload the result of evaluation of Technical Bids on www.eproc.rajasthan.gov.in.
- 2.22.3. RSRTC shall also notify about the date, time and venue of opening of Financial Bids on www.eproc.rajasthan.gov.in and also individually to each of the Eligible Bidder.
- 2.23. Opening of Financial Bids**
- 2.23.1. In the second part, the Financial Bids of only Eligible Bidders in the technical evaluation shall be opened.
- 2.24. Proprietary data**
- 2.24.1. All documents and other information supplied by RSRTC or submitted by a Bidder to RSRTC shall remain or become the property of RSRTC.
- 2.24.2. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. RSRTC will not return any Bid or any information provided therewith.
- 2.25. Correspondence with the Bidder**
- 2.25.1. Save and except as provided in this RFP document, RSRTC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. CRITERIA FOR EVALUATION

3.1. Technical Bids

- 3.1.1. In first part, RSRTC shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.
- 3.1.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **“Eligible Bidders”**.
- 3.1.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **“Non-eligible Bidders”**.
- 3.1.4. RSRTC shall upload the result of Technical Bid Evaluation on *www.eproc.rajasthan.gov.in* or *www.sppp.rajasthan.gov.in*.
- 3.1.5. RSRTC shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

3.2. Financial Bids

- 3.2.1. In second part, RSRTC shall examine and compare the Financial Bids submitted by the Eligible Bidders, taking into account the following factors:
 - a) Overall, completeness and compliance as per the instructions given in this RFP Document.
 - b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.2.2. Bidders shall be required to **quote as per RFP Clause No 1.3.4.**
- 3.2.3. After opening, Financial Bids shall be ranked on the basis of Per Unit Service Charge worked out on the basis of Bidder's quote in its Financial Bid. Bidder quoting the lowest shall be ranked as Lowest Bidder (**L1**) and other Bidders in ascending order (e.g. L2, L3, L4, etc. on the basis of lowest to Highest Per Unit Service Charge).
- 3.2.4. Process of Negotiations and Counter Offer may be undertaken by RSRTC as per RTPP rules.
- 3.2.5. In case the rates even after the negotiations are considered very high, fresh bids shall be invited.
- 3.2.6. Bidder quoting the Lowest Per Unit Service Charge (L1 Bidder) shall be finally selected and adjudged as the Successful Bidder.
- 3.2.7. After selection, a Letter of Acceptance (the “LOA”) shall be issued by RSRTC to the Successful Bidder
- 3.2.8. After issuance of the LOA as aforesaid by the Lowest/ Successful Bidder, it shall cause the Successful Bidder to submit the Performance Security within 21 days as specified in Clause 4.1. and shall be required to execute Agreement within 30 days of issuance of LOA. Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

- 3.2.9. In case, the Agreement is not executed within 30 days, for reasons attributable to the Successful Bidder, RSRTC reserves the right to extend timelines or to cancel the LOA and forfeit the Bid Security/ Performance Security, as the case may be.
- 3.2.10. In case two or more Bidders have quoted the same rate in their Financial Bids, which is also the lowest rate offered, then all such bidders (“**Tie Bidders**”) shall be given an opportunity to revise their Financial Bid by submitting fresh financial bid(s) in sealed envelope as decided by RSRTC. Tie Bidders shall be submitting fresh financial bid(s) in sealed envelope. The revised financial bid shall be submitted by the date and time as notified to the concerned Bidders in physically sealed envelopes.
- 3.2.11. In case Lowest Bidder (L1 Bidder) withdraws or is not selected for any reason, RSRTC, in its sole discretion, may award the Contract to the Bidder(s) next in the rank as per RTPP Rules, 2013, Rule 76(3)
- 3.2.12. In the event no Bidder is selected during bidding process, RSRTC in its sole discretion, may annul the bidding process.

4. OTHERS

4.1. Performance Security

4.1.1 The Successful Bidder, within 21 days of issuance of LOA and before signing of Agreement, shall submit irrevocable and unconditional Performance Security of Rs. _____ (1% X Unit Rate Quoted by Successful Bidder X 4.79 Crore kWh Units Per Annum X 10 Years) to ensure due performance of all obligations of the Operator under the Agreement against event of default by the Operator and/or any material breach of it's obligations there under. Extension of time for submission of Performance Security beyond 21 (Twenty one) days from the date of issue of LOA may be given by RSRTC. Further, if the 21st day happens to be a declared holiday, submission of Performance Security can be accepted on the next working day.

Performance Security shall be deposited in the form of Demand Draft or Bank Guarantee of a Scheduled Bank, in favor of "**F.A., RSRTC**" drawn at a branch of any Scheduled Bank located at Jaipur. In case, Bank Guarantee is submitted, the period of Bank Guarantee submitted to RSRTC shall not be less than 3 years and shall be renewed thereafter well in advance in accordance with the contract conditions.

4.1.2 In case Performance Security is submitted in the form of Bank Guarantee of a Scheduled Bank in specified format as mentioned in Draft Agreement, then Operator during the period spanning to the Project Period shall get the Bank Guarantee renewed/ re-issued/ replenished by their banker. Operator shall complete such renewals/ re-issuances/ replenishments and shall submit the renewed/ re-issued/ replenished Bank Guarantee of the required amount to RSRTC at least 30 days prior to expiry of the existing Bank Guarantee submitted earlier, thereby shall ensure unbroken validity of the Bank Guarantee throughout the entire period of the Project Period.

4.1.3 In any case, no interest shall be payable by RSRTC on Performance Security submitted by Operator to RSRTC.

4.1.4 RSRTC shall release/ refund the Performance Security to Operator upon expiry of Project Period/ extended Project Period/ termination before end of Project Period, subject to terms and conditions of the Agreement.

4.1.5 In case of extension of Project Period granted by RSRTC for an additional period, the Operator shall submit performance bank guarantee for an additional period in the manner mentioned above.

4.2. Joint Survey of Locations

Joint Survey of all the Locations shall be undertaken by RSRTC and the Operator within 7 days after signing of Agreement so as to ensure that Operator is able to initiate the project and plan for the Installation of EV Charging infrastructure.

5. MISCELLANEOUS

5.1. Miscellaneous

It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies RSRTC, its employees, project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.2. Conflict of Interest

5.2.1 A Conflict of Interest for RSRTC or its personnel and Bidders 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.

The situations in which RSRTC or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following: -

- a) A Conflict of Interest occurs when RSRTC's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- b) Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from RSRTC's service or the receipt of a gift that may place RSRTC's personnel in a position of obligation.
- c) A Conflict of Interest also includes the use of RSRTC's assets, including human, financial and material assets, or the use of RSRTC's office or knowledge gained from official functions for private gain or to prejudice the position of someone RSRTC's personnel does not favour.
- d) A Conflict of Interest may also arise in situations where RSRTC's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from RSRTC personnel's actions or decisions.

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

- d) they 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;
- e) A Bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

5.3. Grievance Handling During Procurement Process

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013. The first Appellate Authority shall be the Managing Director while the second Appellate Authority shall be Chairman, Rajasthan State Road Transport Corporation, Jaipur. 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. (Refer Schedule E)

5.4. Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- (vi) Any reference to a person shall include such person’s successors and permitted assigns;
- (vii) A reference to a “writing” or “written” includes printing, typing,

lithography and other means of reproducing words in a visible form;

- (viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Agreement.

Bid Forms

Technical Bid Form-1: Letter of the Bid

To,

Dated:

.....

General Manager (Bus Body)
RSRTC HO, Parivahan Marg,
Jaipur

Sub:- RFP for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet.

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**") and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for **Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet.** ("**Contract**" or "**Project**")

We are enclosing our unconditional Bid with the details as per the requirements of the RFP Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 1 year from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. I/we hereby declare that I/we have downloaded the bidding documents from www.eproc.rajasthan.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the bidding document. In case of any discrepancy noticed at any stage i.e. evaluation of bids, execution of work or final payment of the contract, the master copy available with the RSRTC Administration shall be final and binding upon me/us.
2. The Bid is being submitted by -----(mention name of Single Entity Bidder/Lead Member in case of Consortium Bidder) comprising ----- (mention name of members of Consortium Bidder) in accordance with the conditions stipulated in the RFP Document.
3. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP document issued by RSRTC and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the RFP document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the RFP document.

4. I/We the Bidder(s) also accept all the conditions of the bid and have signed all the pages in confirmation thereof.
5. I/We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Contract, including legal due diligence, Operator's obligation to implement the Contract and on the basis of its independent satisfaction hereby agree to undertake the Contract in accordance with the terms and conditions of this RFP document.
6. I/We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from RSRTC.
7. I/we also understand that if the contents of the affidavit submitted by us are found to be false/forged or incorrect at any time before or after the award of the contract, it will lead to cancellation of my bid or termination of the Agreement, along with forfeiture of Bid Security and/or Performance Security besides any other action provided in the contract including banning of business for a period of upto three year.
8. I/We understand restrictions on procurement from a bidder of a country which shares a land border with India as per RTPP Rules.
9. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We agree to submit Performance Security on being identified as Successful Bidder as per terms and conditions of RFP document.
11. In the event of our Bid being accepted, we agree to enter into the Agreement within the stipulated period of 30 days from the date of issuance of LOA with RSRTC for exclusive implementation, incorporating the conditions of the Bid including the Draft Agreement thereto annexed.
12. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Contract in the event that we are finally selected.
13. Our Financial Bid is inclusive of prevailing GST and all applicable taxes, duties, cess, surcharges, levies, etc.
14. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 1 (One) year from the Bid Due Date.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is qualified and unconditional in all respects, and we agree to the terms of the RFP document including the Draft Agreement and have signed all pages of the bidding documents.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of Single Entity Bidder/ Lead Member in case of Consortium Bidder and Bidder's seal)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Technical Bid Form-2: Details of the Bidder

(to be filled by Single Entity Bidder and each member in case of Consortium Bidder)

Ref No. _____

1	Category of Bidder (Single Entity Bidder/ Consortium Bidder)	
2	Name of Bidder (mention name of Single Entity Bidder/ Lead & other members in case of Consortium Bidder)	
3	Legal Status of Single Entity Bidder/Each member of Consortium Bidder	
4	Date of Incorporation/Registration	
5	Office Address of Bidder with Contact & Communication details	
6	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: Mobile: Fax: E-mail:
7	Bank Details of Bidder	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:
8	GST Registration No.	
9	PAN No.	

10	EPF Registration No. (If Applicable)	
11	ESIC Registration No. (If Applicable)	

Note:

- a) In case of Consortium Bidder, the above format shall be submitted by each member of the Consortium Bidder.
- b) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorised Signatory with Bidder's seal. In case EPF is not applicable, certificate from Chartered Accountant is required for certifying non-applicability of EPF.

For and on behalf of : ----- (Name of Single Entity Bidder/ Lead Member in case of a Consortium Bidder and Bidder's seal)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-3: Power of Attorney for Authorised Signatory

(to be submitted by Single Entity Bidder/Lead Member in Case of Consortium Bidder
on duly notarized Rs 500/- Non-Judicial Stamp Paper)

Ref No. _____

Know all men by these presents, We _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), _____, who is presently employed with us, _____, name Bidder, and holding the position of _____, as our true and lawful attorney (hereinafter referred as the “**Authorised Signatory**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet** (“**Contract**”) issued by RSRTC including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to RSRTC, representing us in all matters before RSRTC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with RSRTC in all matters in connection with or relating to or arising out of our Bid for the said Contract and/or upon award thereof to us and/or till the entering into the Contract Agreement with RSRTC.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2026.

For _____

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted _____

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of

the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Technical Bid Form-4: Declaration by the Bidder

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder on Non-Judicial Stamp Paper and duly notarized)

In relation to our Bid submitted for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet, we hereby declare that:

1. I/We are eligible and possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by RSRTC.
2. I/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 Bidding Document.
3. I/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 our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We **have not been/have been** debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or Country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. 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.

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

7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that 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 behaviour 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.

For and on behalf of : -----(name of the Single Entity Bidder/
each member in case of Consortium Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

Technical Bid Form-5: Technical Eligibility

(to be submitted by Bidder for Projects submitted for Technical Eligibility separately)

1	Name of Eligible Project (Similar Works)	
2	Project	
3	Project Description	
4	Project Cost (Rs.)	
5	Details of Number of EV Charger Installed/Procured/Manufactured along with documents required for Qualification of Technical Eligibility (Attach Required Documents as per RFP Clause No 2.2)	
8	Status of Project and actual photos (Attach with the Bid)	
9	Copy of Work Order/Agreement/Purchase order (If Applicable)	
10	Copy of Experience Certificate/Completion Certificate as per documents required in RFP Clause No 2.2	

Note:-

- a) Bidder shall submit details of the executed Eligible Works (as defined in Clause 2.2 of the RFP document) strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate/experience certificate from the client in support of its Technical Eligibility.
- b) RSRTC reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

Technical Bid Form-6: Financial Eligibility

(to be submitted by Single Entity Bidder/Each Member in Case of Consortium Bidder)

Ref No. _____

Name of the Bidder:

Net Worth		Annual Turnover	
As on	Amount (Rs.)	Financial Year	Amount (Rs.)
March 31, 2026		FY 2023-24	
		FY 2024-25	
		FY 2025-26	

Note:-

- a) The above Form shall be filled and duly certified by a practicing Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
- b) Bidder shall also submit audited financial accounts of FY 2023-24, FY 2024-25 and FY 2025-26.
- c) Net Worth shall be calculated as per Clause 2 (57) of the Indian Companies Act 2013 which states "Net Worth means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation"

Technical Bid Form-7: Memorandum of Understanding (MOU) in case of Consortium

(on Rs 500/- non-judicial stamp paper and duly attested by Notary Public)

Ref No. _____

This Memorandum of Understanding (MOU) entered into this day of 20 at Among M/s (hereinafter referred to as"..... ") and having registered office at as 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 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 RFP 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 RSRTC with regard to the same on behalf of the consortium and represent the Consortium in its dealing with RSRTC 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 RFP.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation/ Performance of the Contract	Committed Share in Consortium (in %)
Lead Member		

Other Member-1		
Other Member-2		

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 uptill 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 RFP 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 RSRTC 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 Authorised Signatory of:

Lead Member: (Name & Witness:
Designation)
1.
2.

Other Member-1: (Name &
Designation)

Other Member-2: (Name &
Designation)

Technical Bid Form-8: Format of Bank Guarantee for Bid Security

(To be stamped in accordance with Stamp Act, if any, of the Indian state of issuing bank)

1. KNOW ALL MEN by these presents that we
(Name of Bank) having our registered office at (Name of country) (herein after called "**Bank**") are bound unto **FA RSRTC, Jaipur** (hereinafter called "**Beneficiary**") in the sum of ` for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Bidder) (hereinafter called "the **Bidder**") has submitted its bid dated for **Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet**, hereinafter called the Bid. AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of as Bid Security against the Bidder's offer as aforesaid. AND WHEREAS..... (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That Beneficiary may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between Beneficiary and the Bidder.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
 - c. That any account settled between Beneficiary and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain valid 30 days beyond Bid Validity Period i.e.(Bid Validity Period).
 - e. That the expression "Bidder" and "Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
4. **THE CONDITIONS OF THIS OBLIGATION ARE:**
 - a) If the Bidder withdraws his Bid before the expiration of the Bid Validity Period;
 - b) In case of breach of the terms under the "RFP Document".
 - c) If the Bidder having been notified of the acceptance of this bid by Beneficiary during the period of bid validity:
 - i. refuses or neglects to execute Agreement or

- ii. fails to furnish/make payments of required Performance Security and any other payments (as per RFP Document) within the time specified, or any extension thereof granted by Beneficiary.

We undertake to pay to Beneficiary mere on demand without demur up-to the above amount upon receipt of his first written demand, without Beneficiary having to substantiate his demand provided that in his demand Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b) and (c) mentioned above, specifying the occurred condition or conditions.

5. Notwithstanding anything contained herein:

- a) Bank liability under this bank guarantee shall not exceed Rs.
(Rupees in words).
- b) This Bank guarantee shall be valid up-to dd/mm/yyyy.
- c) The Bank is liable to pay the guaranteed amount or part thereof only and only if Beneficiary serves upon the Bank a written claim or demand on or before dd/mm/yyyy

Signature of Witness

**Signature of
Authorized Official of the
Bank**

Name :

Name of Official

Designation

Address :

Stamp/Seal of the Bank

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of Bank, who issues the "Bank Guarantee".
2. The "Bank Guarantee" shall be from Scheduled Bank based in India, acceptable to Beneficiary.

Technical Bid Form-9: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(ii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods or service of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Checklist

S.No.	List of Documents	Status
1.	GST registration number of Single Bidder or all Consortium Members	Yes/No/Not Applicable
2.	PAN number of Single Bidder or all Consortium Members	Yes/No/Not Applicable
3.	EPF & ESIC registration document of Single Bidder or all Consortium Members (If Applicable)	Yes/No/Not Applicable
4.	Power of Attorney to be submitted as per Technical Bid Form – 3	Yes/No/Not Applicable
5.	For Sole Proprietorship - GST Registration/UDYAM Registration/Shop Act Registration/Any other registration	Yes/No/Not Applicable
6.	For Partnership: - A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. - In case of Consortium, a copy of consent of all the partners or individual authorized by partnership firm, to enter into the Consortium Agreement on a Rs 500 Non-Judicial stamp paper	Yes/No/Not Applicable
7.	For Companies Registered under Companies Act: - The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company - A copy of Certificate of Incorporation - Board Resolution in favour of individual to sign the bidding documents on behalf of the company and create liability against the company. - In case of Consortium, a copy of board resolution of the Directors of the Company, permitting the company to enter into a Consortium agreement	Yes/No/Not Applicable

8.	For LLP: - A copy of LLP Agreement - A copy of Certificate of Incorporation - Resolution passed by partners in favour of individual to sign the bid document on behalf of the LLP and create liability against the LLP. - In case of Consortium, a copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a Consortium agreement	Yes/No/Not Applicable
9.	For Registered Society & Registered Trust: A copy of Certificate of Registration A copy of Memorandum of Association of Society/Trust Deed A copy of Rules & Regulations of the Society Memorandum of Understanding (MOU) in case of Consortium Bidder, as per the format given in Bid Forms.	Yes/No/Not Applicable
10.	Bid Document Cost — ₹11,800 (DD Cheque to be uploaded with bid document and original to be deposited as per Clause 1.4)	Yes/No
11.	RISL Processing Fee – Rs 2500/- (DD to be uploaded with bid document and original to be deposited as per Clause 1.4)	Yes/No
12.	Bid Security — ₹15,34,00,000/- (scanned Bank Guarantee as per Form-8, or Demand Draft)	Yes/No
13.	Bid Submission Confirmation Page	Yes/No
14.	Technical Bid Form-1 Letter of the bid (signed & stamped)	Yes/No/Not Applicable
15.	Technical Bid Form-2 Details of the bidder (single bidder or in case of consortium each member separately)	Yes/No/Not Applicable
16.	Technical Bid Form-3 Power of attorney for Authorised Signatory (notarised, Rs 500	Yes/No/Not Applicable

	Non-Judicial stamp paper)	
17.	Technical Bid Form-4 Self-declaration of Bidder (each member)	Yes/No/Not Applicable
18.	Technical Bid Form-5: Technical eligibility — As required details should be provided	Yes/No/Not Applicable
19.	Technical Bid Form-6: Financial eligibility — net worth & turnover certified by CA (with UDIN)	Yes/No/Not Applicable
20.	Technical Bid Form-7: MOU between consortium members (notarised, on Rs 500 Non-Judicial stamp paper)	Yes/No/Not Applicable
21.	Technical Bid Form-8: Bank guarantee format for Bid Security (if submitting BG)	Yes/No/Not Applicable
22.	Technical Bid Form-9: Additional Conditions of Contract	Yes/No/Not Applicable
23.	Copy of RFP document signed by authorised signatory	Yes/No
24.	Audited financial accounts for FY 2023-24, FY 2024-25 and FY 2025-26	Yes/No/Not Applicable
25.	Copy of cancelled cheque	Yes/No/Not Applicable

ANNEXURE – DRAFT AGREEMENT

Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet

DRAFT AGREEMENT

BETWEEN

RAJASTHAN STATE ROAD TRANSPORT CORPORATION AND

&

OPERATOR

AGREEMENT

THIS AGREEMENT is entered into on this [•] day of [•], 20[•]

BETWEEN

Rajasthan State Road Transport Corporation ("RSRTC") which is an undertaking of Government of Rajasthan (GoR) and designated state public transport/carrier responsible for bus operations within & outside of Rajasthan, having its registered office at Parivahan Marg, Chomu House, Jaipur (Rajasthan)-302 001 (hereinafter referred to as "RSRTC" or "RSRTC" OR "Lessor", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of First Part;

AND

{Firm Name}, a {Sole Proprietorship Firm, Partnership Firm, LLP, Company, etc} having its registered office at [•], (hereinafter referred to as the "**Operator**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

WHEREAS:

(A) RSRTC is undertaking deployment of 300 (three hundred) Electric 3x2 AC fully built buses, hired on a per-kilometer Service (Hiring) Model, as part of the modernization of its public transport fleet and adoption of sustainable mobility. The operation of the said electric bus fleet requires dedicated Electric Vehicle ("EV") charging infrastructure, comprising chargers and associated upstream (HT line, transformer, metering, protection) and downstream (chargers, LT panels, cabling, civil works) infrastructure, at RSRTC's depots/bus stands. CCTV Camera with minimum 30 days backup to be installed by Operator and RSRTC shall be allowed to have access as and when required to the camera and backup recordings.

(B) RSRTC intends to establish Electric Vehicle ("EV") charging infrastructure, comprising 172 Chargers at 16 different locations and associated upstream and downstream electrical and civil infrastructure (the "Project Facilities"), for operation of its Electric 3x2 AC Bus Fleet, on a design, build, finance, operate and transfer ("DBFOT") basis, in accordance with the terms and conditions to be set forth in an agreement to be entered into for that purpose.

(C) RSRTC had prescribed the technical and commercial terms and conditions, accordingly invited bids by Request for Proposal dated _____ and the entire bidding document shall be deemed as part of this agreement.

(D) After evaluation of the bids received, RSRTC had accepted the bid of the {Successful Bidder/ Consortium} and issued its Letter of Award No. [•] dated [•] (hereinafter called the to the {Successful Bidder/ Consortium} requiring, inter alia, the execution of this Agreement within 30 (thirty) days of the date of issue thereof.

(E) RSRTC has agreed to the said request of the {Successful Bidder/Consortium} Operator, and RSRTC has accordingly agreed to enter into this Agreement with the Operator for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

(F) The Successful Bidder acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Contract, legal due diligence, its obligations to undertake the Contract etc., and on the basis of its independent satisfaction hereby agrees to implement the Contract in accordance with the terms & conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agrees to the following Articles as part of this Agreement:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning ascribed to them below. Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the RFP Document.

"Advisor" means PDCOR Limited, Jaipur

"Affiliate" means, in relation to a Party, any person who directly or indirectly controls, is controlled by, or is under common control with, such Party.

"Agreement" shall mean the Agreement entered between RSRTC (RSRTC) and the Operator.

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

"Applicable Permits" means all permits, clearances, consents, licences, no-objection certificates, approvals, registrations, and authorisations required to be obtained from Competent Authorities/utilities (including the concerned DISCOM) for the design, installation, commissioning, ownership, operation and maintenance of the Project.

"Bank Guarantee/BG" means an unconditional, irrevocable bank guarantee issued by a Scheduled Bank in India acceptable to RSRTC, in the format prescribed under this Agreement.

"Unit Service Charge" means the rate quoted by successful bidder **inclusive of applicable taxes and this rate shall be fixed for the entire Project Period subject to Price variation clause.**

"Commercial Operation Date" or "COD" or "Operations Date" means the date on which the RSRTC issues the Commissioning Certificate for the EV charging Station Facility, upon which the Successful Bidder commences EV charging Station.

"Competent Authority" means any statutory, judicial, quasi-judicial, regulatory or administrative authority, including the concerned DISCOM, Local Body, Development Authority, or other governmental authority having jurisdiction over the Project or any part thereof.

"Construction Period" means the period of 4 months commencing on the Signing of Agreement and ending on the COD of the relevant Project Facilities.

"DISCOM" means the electricity distribution company having jurisdiction over the Project Site.

"Event of Default" means an Operator Event of Default or an RSRTC Event of Default, as the context may require, as set out in Article 13.

"Force Majeure Event" shall have the meaning set forth in Article 12.

"Handover" means the transfer of the Project Facilities from the Operator to RSRTC upon expiry or earlier termination of this Agreement, in accordance with Article 16.2.

"Operations Period" means a period from Commercial Operation Date to the end of Project Period.

"Performance Security" means the irrevocable and unconditional bank guarantee furnished by the Operator in accordance with Article 8 and Schedule D.

"Project" means the design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for the RSRTC Electric Buses and other activities as permissible in this Agreement.

"Project Facilities" means the Chargers and all upstream and downstream electrical infrastructure (HT connection, transformers, RMU, LT panels, cabling, earthing, metering), civil works (charging platform, connecting roads, panel room, attendant room, HT meter room, CCTV Camera), and associated Charging Management System (CMS)/mobile application, constructed/installed by the Operator pursuant to this Agreement.

"Project Period" means the total period of 10+2+2 years from the date of signing of Agreement. Increase in the initial Project Period of 10 years by 2 years shall be solely decided by RSRTC and RSRTC decision shall be binding on Operator. Further extension of 2 year shall be mutually decided by RSRTC and Operator upon satisfactory delivery of services by Operator in accordance with terms and conditions set forth in this RFP document and consequential Agreement., unless this Agreement is terminated earlier in accordance with its terms).

"Project Site" means the land/space identified by RSRTC and made available to the Operator for implementation of the Project, as described in Schedule A.

"RTPP Act" means The Rajasthan Transparency in Public Procurement Act, 2012

"RTPP Rules" means The Rajasthan Transparency in Public Procurement Rules, 2013

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two

or more of the above and shall include successors and assigns;

- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;
- (f) references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;
- (g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Rajasthan are generally open for business;
- (k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (m) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);
- (q) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (r) references to the "**winding-up**", "**dissolution**", "**insolvency**", or

"reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors; save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument or Document of any description shall be construed as reference to that agreement, deed, instrument or other Document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of RSRTC hereunder or pursuant hereto in any manner whatsoever;

- (s) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or their authorized nominee/s shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
 - (t) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (u) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
 - (v) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and
 - (w) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Operator to RSRTC shall be provided free of cost and in three copies, and if RSRTC is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

- 1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

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

- (a) This Agreement executed between RSRTC and Operator including all Schedules;
- (b) Letter of Acceptance (LOA) issued by RSRTC
- (c) Addendum and/or Corrigendum to the RFP Document, if issued by RSRTC
- (d) RFP document issued by RSRTC including all Bid Forms, Annexures & Schedules

- 1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2 SCOPE OF THE PROJECT

2.1 Scope of the Project

- 2.1.1 The scope of the Project (the "**Scope of the Project**") shall mean and include, during the Project Period:
- (a) Design, engineering, procurement, construction, installation, testing and commissioning of the EV charging infrastructure with 172 EV Chargers at 16 location, together with all associated upstream (HT connection from the DISCOM, transformers, RMU, protection, metering) and downstream (LT panels, cabling, charging platform, civil works, earthing) infrastructure. Operator will also be required to construct two EV Charging infrastructure at location identified by RSRTC in NCR Region and Kotputli with 3 and 4 chargers respectively, as and when notified by RSRTC to Operator. Number of locations for developing EV Charging infrastructure may be increased or decreased as per discretion of RSRTC. Similarly number of EV Chargers at each location can also be increased or decreased as per discretion of RSRTC.
 - (b) Operator shall undertake detailed site assessment of locations in all aspects as required for the operations and management of EV charging infrastructure including EV charging stations and related equipment.
 - (c) Project is for a period of 10+2+2 years from the date of signing of Agreement ("**Project Period**"). Increase in the initial Project Period of 10 years by 2 years shall be solely decided by RSRTC and RSRTC decision shall be binding on Operator. Further extension of 2 year shall be mutually decided by RSRTC and Operator upon satisfactory delivery of services by Operator in accordance with terms and conditions set forth in this RFP document and consequential Agreement.
 - (d) Construction Period for completion of installation work is 4 months from signing of the agreement. RSRTC will do inspection of work and issue Commissioning Certificate. Date of issue of this certificate shall be "**Commercial Operation Date**" or "**COD**";
 - (e) financing the Project (including all capital expenditure) through a combination of debt and equity, entirely at its own risk, RSRTC having no obligation to fund, guarantee or otherwise support such financing except as expressly stated in this Agreement;
 - (f) Supply, installation, testing and commissioning of 240 kW Dual Gun DC Fast Chargers in the quantities set out at Schedule A, together with charger foundations and mounting. The bidder shall Coordinate with DISCOMs, obtain 33kV or required connections, install Transformers of required capacity, HT/LT Panels & all related cabling, Install 240 kW Dual Gun DC Fast Chargers its foundations, sheds, and fire-fighting systems, CCTV cameras (with at-least 30 days recording storage), etc. at its own cost, and shall upgrade and refurbish the Charging Stations, in line with the technology advancements and RSRTC needs, from time to time.
 - (g) During the Project, RSRTC may increase number of locations for installation of EV charging infrastructure or increase number of EV chargers at a particular location on similar terms and conditions as decided in this Bidding Document. In case, Operator refuses and does not agree to undertake the work, RSRTC

can get the work executed at its own or through another Operator.

- (h) Operator shall provide Comprehensive Maintenance and 24/7 deployment of Manpower required for smooth operation of buses. Trained operators must be present on-site to initiate charging. Bidder shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning and Operation & Maintenance of each EV charging stations.
- (i) In addition, Operator will be responsible for all EV charging components for any replacement/repair requirement. This includes charger guns, charger displays, charger cables, components and other supporting work in this regard including earthing and electrical infrastructure work. All the replacement and repair costs shall be borne by Operator and no financial assistance will be provided by RSRTC.
- (j) Operator shall procure and maintain all necessary spares and consumables required for the uninterrupted operations of EV charging stations and ensure the availability and readiness of the same at each site.
- (k) Battery Health Test Facility: Operator must ensure that their EV Chargers are equipped with the E-Bus Battery Health Test Facility in their EV Chargers and Battery Health Report can be generated during/after charging session.
- (l) Operator should have Charger Management System (CMS system) with a customer interface mobile application and web monitoring portal for EV Chargers. It must be able to generate detailed reports regarding charging event of each RSRTC EV Buses and daily or weekly or monthly reports should be generated as per required. Full access to CMS system shall be provided to RSRTC for inspection and review. Agency shall ensure data security and data confidentiality regarding EV Charging Infrastructure & charging details and should not be shared to any other party. Any breach will be considered as an Operator's Event of Default.
- (m) Operator shall ensure charging services aligned strictly with RSRTC's bus dispatch timings and warrants that chargers shall be available 24/7 and synchronized with RSRTC's "Operating Schedule." Every incoming RSRTC bus must be provided with a functional charging gun immediately upon arrival.
- (n) All applicable statutory approvals/ permissions from the respective authorities for the Charging Stations shall be procured and obtained by the Operator. RSRTC shall provide documentary assistance to the bidder to obtain the consents, clearances, permits and the governmental approvals in a timely manner in connection with the Project. Further, RSRTC agrees to provide documentary assistance in obtaining separate power connection or enhancing the power supply at each location, if required by the bidder in connection with the Project or future expansion as required by RSRTC.
- (o) operation and maintenance of the Project Facilities throughout the Operations Period, including provision of a trained technical attendant at each location, sub-metering, safety compliance, and periodic maintenance/reconditioning of Chargers and associated equipment;
- (p) Operator shall ensure 24x7 charging of RSRTC EV buses even during power cuts or electrical line maintenance/damage by installing sufficient capacity

generator;

- (q) Operator need to ensure 24x7 availability of EV chargers for RSRTC buses. However, during idle hours, Operator can charge private EV cars (Taxi and Commercial Vehicle not allowed) after ensuring availability of the EV chargers for RSRTC EV Buses as per provided schedule and also for non-schedule RSRTC EV buses arriving for charging. First priority shall be given to RSRTC EV buses with or without schedule and if a situation arrives when there is no charging slot available for RSRTC Buses for which urgent charging is required so as to not disturb its next trip schedule then any private vehicle which in under charging shall be removed immediately. Operator will also be allowed to install at-most 2 Public EV Charging Machines for two-wheeler electric vehicles at each location after approval of RSRTC. Operator will be allowed to determine tariff of charging of EV vehicles (2-wheelers and 4 wheelers) at market rate.
- (r) Scheduled or Regular Maintenance of EV Charger and associated works shall only be undertaken during Non-Peak hours such as during night and in parts after approval of RSRTC to ensure that charging of RSRTC buses in not effected and in case effected, the effect is minimized;
- (s) RSRTC at its discretion ay engage independent Third Party for review/audit of the Project any time during implementation as well as operation of the Project
- (t) Transfer of the Project Facilities to RSRTC, free from all encumbrances, upon expiry of the Project Period or earlier termination of this Agreement.

2.1.2 The Operator shall prepare and submit for RSRTC's (or its Advisor's) approval, prior to commencement of construction at each Project Site:

- (a) Single Line Diagram (SLD) covering the HT connection point, transformer(s), RMU, LT distribution and charger circuits;
- (b) General Arrangement / layout drawings showing the charging platform, connecting roads, HT meter room, panel room and attendant room;
- (c) Detailed engineering drawings for civil and electrical works, including foundation and cable-routing details;
- (d) Construction schedule consistent with the Construction Period.

2.1.3 Operator shall provides Charging Management System (CMS) for remote monitoring, session scheduling and fault alerting across all chargers.

2.1.4

2.2 Project Sites

The Project shall be implemented at the Project Sites identified by RSRTC and described in Schedule A. RSRTC may, by written notice and in consultation with the Operator, add, substitute or reduce the number of locations/Project Sites/number of Chargers, having regard to the operational requirement of the Bus Fleet.

2.3 Ownership during Project Period

The Project Site shall, at all times, remain the property of RSRTC. The Operator is granted only a right to use the Project Site for implementation of

the Project during the Project Period, and no interest in the land shall be deemed to have been transferred to the Operator by virtue of this Agreement. The Project Facilities (Chargers and associated infrastructure) shall be owned by the Operator during the Project Period and shall vest in RSRTC, free of encumbrances, upon transfer.

ARTICLE 3 GRANT OF PROJECT AND PAYMENT TERMS

3.1 The Project

- 3.1.1 Subject to and in accordance with the terms of this Agreement, RSRTC hereby grants to the Operator, and the Operator hereby accepts, the right, licence and authorisation, during the Project Period, to design, finance, procure, install, commission, own, operate and maintain the EV charging infrastructure at the Project Sites on a Design-Build-Finance-Operate-Transfer (DBFOT) basis, to charge the Electric Bus Fleet of RSRTC and to receive payment from RSRTC, as per the terms and conditions of this Agreement.
- 3.1.2 The right granted under Clause 3.1.1 is in the nature of a licence and not a lease, sub-lease, easement or any other interest in immovable property, and shall not be construed to confer upon the Operator any right, title or interest in the Project Site other than the limited right of use for the purposes of the Project during the Project Period.
- 3.1.3 The Operator shall not sub-contract, sub-let or otherwise divest the Project or any material part thereof to any third party without the prior written consent of RSRTC, save for the engagement of EPC contractors, O&M contractors or equipment suppliers in the ordinary course, for which the Operator shall remain fully responsible and liable to RSRTC as if such acts/omissions were its own.
- 3.1.4 During the Project Period, and subject to the Operator's continued compliance with this Agreement, RSRTC shall not grant any other person the right to install or operate EV charging infrastructure for the identified additional Bus Fleet at the Project Sites, save that this shall not restrict RSRTC's right to procure charging infrastructure at its own cost for further increase in bus fleet through any other model at any location. In case RSRTC wants to procure additional fleet at similar locations given to Operator and existing capacity of Operator is not sufficient, RSRTC on mutual consent with Operator, can ask Operator to install additional infrastructure. In case Operator is not willing to install additional infrastructure & declines to expand its capacity as per the terms and conditions of this Agreement, then RSRTC is free to install additional infrastructure on bus stand locations as mentioned in this Project.
- 3.1.5 In the event that RSRTC deploys or proposes to deploy additional Electric Buses (EV Buses), under any model or arrangement, at any location, over and above the buses presently deployed, the Operator shall not object to and shall extend all necessary cooperation for enhancement, augmentation, or modification of the existing EV electrical connection/load held in the name of Operator, as may be required for the operation and charging of such additional EV Buses. The Operator shall not refuse, restrict, or otherwise impede such enhancement or augmentation of the existing electrical connection/load. Any expenditure incurred specifically for such enhancement of the existing electrical connection/load shall not be borne or charged to the Operator. Separate metering and billing for third-party use shall be ensured by RSRTC.
- 3.1.6 The Operator shall not use the Project Site or Project Facilities for any purpose other than the Project as defined in this Agreement, and shall not put up any advertisement, hoarding or structure without RSRTC's prior written consent.

3.2 REVENUE CONSIDERATION TO THE OPERATOR

- 3.2.1 The Operator shall raise Monthly Invoice to RSRTC wherein Operator will calculate Invoice Amount based on its quoted fixed Per Unit Service Charge (in INR per kWh) inclusive of applicable taxes and this rate shall be fixed for the entire Project Period subject to Price variation clause below. Service Charge includes Electricity consumed for charging RSRTC hired EV buses. Operator shall generate Machine based reading with charging details of all RSRTC EV buses on monthly basis along with daily reading as a proof for verification by RSRTC from its recorded data. **The Bidder shall quote a Per Unit Service Charge (in INR per kWh) inclusive of applicable taxes and this rate shall be fixed for the Project Period subject to Price variation clause.**
- 3.2.2 Components of Service Charge:
- The quoted Per Unit Service Charge is inclusive of all capital expenditures, operational expenses, electricity charges and margins incurred by the Operator. Components include, but are not limited to, the following:
- Procurement, installation, commissioning, development, civil works, electrical infrastructure and CCTV Camera required for the EV Charging Station;
 - Comprehensive operation, regular servicing, routine maintenance, and repair of the EV charging infrastructure;
 - Electricity Charges including but not limited to unit/energy charges, fixed/demand charges, electricity duty, fuel surcharge (FPPCA), green cess, municipal cess, or any other statutory levies/taxes notified by the concerned DISCOM / State Electricity Regulatory Commission (RERC) / State or Central Government;
 - Operator's margin, overheads, personnel costs, insurance, financing costs, and statutory compliance expenses.
 - All prevailing taxes as applicable
- 3.2.3 Price Variation in Components of Electricity Charges: Any increase in specified components of electricity charges more than 3% on annualized basis from the Electricity Charges on the date of signing of Agreement shall be reimbursed to the Operator. Electricity Charges components considered for price variation shall include only unit/energy charges (Base Rate) and fuel surcharge (FPPCA) notified by the concerned DISCOM / State Electricity Regulatory Commission (RERC) / State or Central Government and shall be entirely borne by RSRTC. However any decrease in Electricity Charges shall correspondingly reduce the Service Charge paid by RSRTC to Operator.
- 3.2.4 RSRTC shall verify and certify the invoice raised by Operator within 7 (seven) days of receipt and shall release payment of the certified amount within 30 (thirty) days of the date of the claim. Invoice shall be attached with Machine generated reports of Total Unit kWh consumption for RSRTC EV Buses in a month. In case of any dispute as to quantum, the undisputed portion shall be released within the said period and the disputed portion shall be resolved in accordance with Article 15.
- 3.2.5 No interest shall be payable by RSRTC on delayed payment.
- 3.2.6 Price Variation for will be calculated as per Clause 3.2.3 above and if in case

Energy Charges and Fuel Surcharge are more than the rates as mentioned in that particular year than RSRTC shall re-imburse over and above amount to the Operator.

Project Period	Index (Base Year Rate Increased by 3% on Compounding Basis)	Electricity Charges as on date of signing of Agreement	
		Energy Charges (Base Rate) (Rs/kWh)	Fuel Surcharge (FPPCA)
Year 1 (Base Year)	100	Rs 6 per kWh	Rs 1 per kWh
Year 2	103	$6 \times (1.03) = 6.18$	$1 \times (1.03) = 1.03$
Year 3	106.09	$6 \times (1.03)^{(2)} = 6.365$	$1 \times (1.03)^{(2)} = 1.060$
Year 4	109.27	$6 \times (1.03)^{(3)} = 6.556$	$1 \times (1.03)^{(3)} = 1.092$
Year 5	112.55	$6 \times (1.03)^{(4)} = 6.753$	$1 \times (1.03)^{(4)} = 1.125$
Year 6	115.93	$6 \times (1.03)^{(5)} = 6.955$	$1 \times (1.03)^{(5)} = 1.159$
Year 7	119.41	$6 \times (1.03)^{(6)} = 7.164$	$1 \times (1.03)^{(6)} = 1.194$
Year 8	122.99	$6 \times (1.03)^{(7)} = 7.379$	$1 \times (1.03)^{(7)} = 1.229$
Year 9	126.68	$6 \times (1.03)^{(8)} = 7.60$	$1 \times (1.03)^{(8)} = 1.266$
Year 10	130.48	$6 \times (1.03)^{(9)} = 7.828$	$1 \times (1.03)^{(9)} = 1.304$
Year 11	134.39	$6 \times (1.03)^{(10)} = 8.063$	$1 \times (1.03)^{(10)} = 1.343$
Year 12	138.42	$6 \times (1.03)^{(11)} = 8.305$	$1 \times (1.03)^{(11)} = 1.384$

- 3.2.7 Further in case new Tax, cess, levies, etc is imposed on Electricity Bill, it shall be paid additionally by RSRTC. Alternatively, in case any tax, cess, levies, etc are waived off in Electricity Bill, the Service charges will be reduced by similar amount.

ARTICLE 4 PROJECT CONSTRUCTION/IMPLEMENTATION PERIOD

- 4.1 Within 4 (four) months from the signing of Agreement, Operator shall carry out the designing and development of the EV Charging Infrastructure and all other associated works in strict compliance with all applicable laws, in particular, applicable building codes and standards and good industry practice.
- 4.2 Subject to terms of this Agreement and approval of the RSRTC, the Operator shall be free to design the layout plan along with utilities like power supply, water supply, toilets, drainage, firefighting, telecommunications, etc. Provided that, (a) the Operator and their representatives, agents and other persons undertaking works shall duly adhere to the provisions of all Applicable Laws and relevant rules and regulations and specified guidelines /requirements of other competent authorities; (b) the facilities and works being undertaken or installed shall not in any manner affect, hinder or interfere with the free movement of the buses; (c) no surplus construction machinery and materials, including hazardous materials and wastes shall be left at any place at the Project Site.
- 4.3 The Operator is required to primarily obtain RSRTC's written approval on its proposed layout plan/drawings and specifications to ensure that the proposed developments do not conflict with the RSRTC's activities and functional requirements and all traffic movement requirements. It is agreed that RSRTC shall not unreasonably interfere with the layout/drawings proposed by the Operator. In case RSRTC is not satisfied and raises any objections, the Operator shall be required to appropriately amend/modify their layout within a reasonable time frame and seek RSRTC's approval on the same. The Operator shall use only standard materials including but not restricted to electrical materials as per standards prevalent.
- 4.4 The Operator shall satisfy the following within 30 (Thirty) days of the date of signing of Agreement, unless extended by RSRTC:
 - a) submission of proposed layout plan/drawings along with detailed implementation programme;
 - b) Co-ordinate with DISCOM for HT connection
 - c) submission of Financing Plan as approved by financial institutions for funding of this Project. This clause shall apply only in the event that the Operator secures debt financing for the Project;
 - d) submission of evidence of having applied for the Applicable Permits that are required to be obtained prior to commencement of construction.
- 4.5 RSRTC shall provide its full support to Operator required for implementation of Project:
 - a) Designating Nodal Officer as the single point of contact for the Project.
 - b) handing over of physical, unencumbered possession of the Project Sites to the Operator, free from all encroachments after joint inspection with the operator within 7 days of signing of agreement, for implementation of the Project;
 - c) providing documents/letters of support/authorization as reasonably required by the Operator for obtaining the electricity connection/load enhancement from the DISCOM and other Applicable Permits which are required to be applied for by RSRTC or jointly with the Operator

4.6 Extension of Construction/Implementation Period

- 4.6.1 If the Construction work is not completed within 4 (four) months from the date of this Agreement for reasons not attributable to the Operator, Operator may seek an extension, which shall not be unreasonably withheld.

ARTICLE 5 OBLIGATIONS OF THE OPERATOR

5.1 Obligations during Construction Phase

- 5.1.1 The Operator shall, at its own cost and risk, design, engineer, procure, construct, install, and test the Project Facilities strictly in accordance with Applicable Laws and good industry practice.
- 5.1.2 The Operator shall complete construction, installation and testing of the Project Facilities at all 16 locations within the Construction Period of 4 (four) months, subject to extension on account of Force Majeure or RSRTC Default or for reasons not attributable to Operator in accordance with this Agreement.
- 5.1.3 The Operator shall, at its own cost, apply for and obtain the necessary HT electricity connection/load enhancement from the DISCOM in his own name for the Project Facilities at each location, and shall be responsible for all connection charges, security deposits and demand/energy charges payable to the DISCOM for the input power consumed. RSRTC shall provide reasonable assistance, including letters of consent/no-objection, for this purpose, given that the Project Site is owned by RSRTC. Operator shall be bound to transfer electrical connection in name of RSRTC after completion of Project Period or prior termination of Agreement. In such case, RSRTC shall reimburse Security Deposit deposited by Operator with the DISCOM. Also termination of Operator shall be considered as deemed NOC for transfer of Electrical Connection in the name of RSRTC.
- 5.1.4 RSRTC at its discretion may engage independent Third Party for review/audit of the Project any time during implementation as well as operation of the Project. RSRTC (or its Third Party Advisor/Consultant) shall be entitled to inspect the progress of construction at reasonable notice, and the Operator shall submit periodic progress reports in such format as RSRTC may prescribe. Such inspection shall not absolve the Operator of its responsibility for the quality and completeness of the Project Facilities.
- 5.1.5 The Operator shall not be permitted to install, establish, or operate any Solar panels/system on the premises of RSRTC. However, RSRTC does not restrict Operator to install Solar at location other than RSRTC premises for this project.
- 5.1.6 Upon completion of construction and installation at the location, the Operator shall notify RSRTC for joint inspection. Where the Project Facilities at that location are found to conform to the Technical Specifications and Standards, RSRTC shall issue a Construction Completion Certificate.
- 5.1.7 Following the Construction Completion Certificate and successful load/functional testing of the Chargers with the Bus Fleet, RSRTC shall issue a Commissioning Certificate for that location, and the date of such certificate shall be the Commercial Operation Date (COD) for that location. The Operations Period and the Operator's entitlement to the Service Charge at that location shall commence from its COD.
- 5.1.8 If the Operator fails to achieve COD at any location within the Construction Period for reasons attributable to Operator, then late penalty of Rs 10,000/- per day for first 30 days, then Rs 20,000/- per day will be charged for per day of delay for next 30 days. After this, the delay period may be extended as per

requirement of RSRTC with penalty of Rs 25,000/- per day, for this the decision of Managing Director of RSRTC will be final.

5.2 Obligations during O&M Phase

- 5.2.1 From the COD of each location and throughout the Operations Period, the Operator shall operate and maintain the Project Facilities at that location in good working conditions, so as to meet the charging requirement of the Bus Fleet operating from that location.
- 5.2.2 The Operator shall deploy, at its own cost, atleast one trained personnel in all shift in a day at each location for safe and efficient operation of the EV Charging Infrastructure, and shall ensure that such personnel comply with all instructions of RSRTC's depot-in-charge concerning safety and access.
- 5.2.3 Operator shall allow installation of sub-meter or check meter by RSRTC for verification at points as decided by RSRTC.
- 5.2.4 The Operator shall bear all statutory obligations in respect of its personnel deployed at the Project Site (wages, provident fund, ESI, and other labour law compliances), and RSRTC shall have no liability in this regard.
- 5.2.5 The Operator shall maintain availability of chargers at all time for charging of RSRTC EV buses and any delay shall attract penalty as damages to be paid by Operator to RSRTC.
- 5.2.6 The Operator shall comply, at its own cost, with all Applicable Laws concerning electrical safety, fire safety and occupational health and safety of its personnel, and shall indemnify RSRTC against any claim, penalty or liability arising from its failure to do so.
- 5.2.7 "The Operator shall ensure charging of all RSRTC buses as per scheduled operation requirement of RSRTC and also every incoming RSRTC bus at charging location must be provided with a functional charging gun immediately upon arrival. Operator shall ensure that RSRTC buses shall be charged strictly as per operational requirement or within maximum 3 hours upon arrival, (not-applicable for buses arriving at charging point as last stop and their next trip is in morning). In case, Operator fails to timely charge the bus as mentioned due to charger malfunction, breakdown or any other reason attributable to the Operator, due to which the bus trip get affected/cancelled than a penalty of ₹10,000 per bus per day shall be levied by RSRTC subject to a cap of 10% (ten percent) of the Total amount payable to Operator by RSRTC for that particular month for that particular location.
- 5.2.8 The Operator shall install tamper-proof, DISCOM-approved energy meters at each location and shall provide RSRTC with real-time or periodic access to charging session data in such format as RSRTC may reasonably require, to enable verification of monthly claims and monitoring of the Bus Fleet's energy-efficiency norm of 1.1 kWh/km will be referred.
- 5.2.9 The Operator shall keep the Project Facilities, charging platform, connecting roads and attendant room clean and in good order, and shall promptly attend to any spillage, damage or hazard reported by RSRTC's staff or the bus drivers.
- 5.2.10 The Operator shall carry out preventive maintenance of the Chargers and

associated electrical infrastructure at regular interval in accordance with OEM recommendations and shall replace or overhaul equipment nearing the end of its useful life during the Project Period.

- 5.2.11 RSRTC's authorised representatives shall be entitled to inspect the Project Facilities and records relating to their operation and maintenance at any reasonable time, without disrupting the Operator's operations.
- 5.2.12 The Operator shall submit a monthly invoice, supported by metering data, by the 7th (seventh) day of the succeeding month, in the format prescribed by RSRTC.

ARTICLE 6 OBLIGATIONS OF RSRTC

6.1 Obligations of RSRTC

- 6.1.1 RSRTC shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 RSRTC shall pay the Operator the Service Charge as per the rate per kWh quoted by the Operator in its Financial Bid (the "Base Tariff"). Service Charge is inclusive of all taxes payable by RSRTC. Service Charge include Electricity Charges for charging RSRTC Buses. Total electricity consumption for RSRTC EV buses will be calculated based on EV Machine reading of total unit of electricity consumed for charging RSRTC Buses. EV Machine readings will be verified by RSRTC by RSRTC recorded data.
- 6.1.3 RSRTC does not guarantee any minimum quantum of energy offtake or minimum number of buses to be charged at any location. However a tentative Bus Charging Schedule of RSRTC hired 300 EV Buses is attached for your assessment as Schedule - C
- 6.1.4 RSRTC shall verify and certify the invoice raised by Operator within 7 (seven) days of receipt and shall release payment of the certified amount within 30 (thirty) days of the date of the claim. Invoice shall be attached with Machine generated reports of Total Unit kWh consumption for RSRTC EV Buses in a month which will be verified by Authorities recorded data. In case of any dispute as to quantum, the undisputed portion shall be released within the said period and the disputed portion shall be resolved in accordance with Article 15. No interest shall be payable by RSRTC on delayed payment.
- 6.1.5 GST (if applicable) shall be reimbursed (upon submission of GST payment receipt by Operator for the Invoice/Bill raised by him) by RSRTC.
- 6.1.6 RSRTC may, at its option, install a check-meter to independently verify the energy dispensed by the Operator, and in the event of any discrepancy between the Operator's meter and RSRTC's check-meter, the reading of RSRTC's check-meter shall prevail for billing purposes, without prejudice to the Operator's right to seek re-calibration/testing of either meter by an accredited testing agency.

6.2 Shifting of Infrastructure

- 6.2.1 If RSRTC requires the Project Facilities at any location to be relocated on account of its own operational requirement (including relocation of the Bus Fleet/depot), RSRTC shall provide alternative land/space and shall bear the reasonable cost of relocation of the Project Facilities, or shall otherwise compensate the Operator on terms to be mutually agreed terms, provided that the Project Period and Payment Terms shall continue unaffected at the relocated site, subject to any adjustment agreed for the disruption period.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Operator

The Operator represents and warrants to RSRTC that the Operator:

- (a) is duly organised and validly existing under the laws of India, and has full power and RSRTC to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) {the Successful Bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the

Project in accordance with this Agreement;

- (k) all its rights and interests in the Project shall pass to and vest in RSRTC on the Handover Date free and clear of all liens, claims and Encumbrances, without any further act or deed on Operator's part or that of RSRTC, and that none of the Project Facilities shall be acquired by Operator, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (l) no representation or warranty by it contained herein or in any other Document furnished by it to RSRTC or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (m) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Project or entering into this Agreement or for influencing or attempting to influence any officer or employee of RSRTC in connection therewith; and
- (n) all information provided by the {Successful Bidder/ Consortium Members} in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

7.2 Representations and Warranties of RSRTC

RSRTC represents and warrants to the Operator that:

- (a) it has full power and RSRTC to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on RSRTC's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects;
- (g) it has good and valid right to the Project Site and has power and RSRTC to make available the Project Site for the purposes of this

Agreement

7.3 Disclosure

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

ARTICLE 8 PERFORMANCE SECURITY

8.1 Performance Security

8.1.1 The Operator shall, for the performance of its obligations have provided irrevocable and unconditional Performance Security of Rs. _____ (1% X Unit Rate Quoted by Successful Bidder X 4.79 Crore kWh Units Per Annum X 10 Years) in form of Demand Draft /Bank Guarantee in favor of "F.A., RSRTC" to RSRTC. The details of Demand Draft/Bank Guarantee is as follows:

8.1.2 Performance Security shall be provided by the Operator for the entire Project Period of 10 years. In case Bank Guarantee (BG) is given against Performance Security, validity of Bank Guarantee should be atleast 3 years from the date of signing of agreement. Thereafter BG shall be renewed atleast 30 days in advance in accordance with the contract conditions.

8.2 Forfeiture of Performance Security

Upon occurrence of an Operator Default, RSRTC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate the relevant amounts from the Performance Security, as the case may be, as Damages for such Operator Default. Upon such invocation, encashment and forfeiture from the Performance Security, as the case may be, the Operator shall, within 30 (thirty) days thereof, replenish, in case of partial forfeiture, to its original level the Performance Security, as the case may be and in case of forfeiture of the entire Performance Security, as the case may be, as aforesaid failing which RSRTC shall be entitled to terminate this Agreement in accordance with the terms and conditions of this Agreement

8.3 Release of Performance Security

The Performance Security shall remain in force for the entire Project Period plus an additional 180 days from the end of Project Period. In case of Bank Guarantee, Bank Guarantee should be of atleast 3 years and it should be renewed thereafter, 30 days prior to expiry of such Performance Security. In case Performance Security is not renewed 30 (thirty) days before expiry, RSRTC shall have the right to encash the Performance Security and to terminate this Agreement. Operator will be required to maintain validity of Performance Security for 180 (one hundred and eighty) days after expiry of the Project Period or Termination, whichever is earlier, in accordance with this Agreement. However Performance Guarantee may be release by RSRTC 30 days after successful Hand-Over of EV Charging Infrastructure by the Operator and issue of Hand-Over Certificate by RSRTC.

ARTICLE 9 UTILITIES, ASSOCIATED ROADS AND TREES

9.1 Shifting of obstructing utilities

- 9.1.1 The Operator shall, subject to Applicable Laws and with the assistance of RSRTC, undertake the shifting, relocation or realignment of any utility, including electric lines, water pipelines and telephone cables, to an appropriate location or alignment within or outside the Project Site, provided that such utility may cause or is likely to cause a material adverse effect on the construction, operation or maintenance of the Project. Any such shifting, relocation or realignment shall be undertaken only with the prior permission of the entity owning or responsible for such utility. The cost of such shifting shall be borne by Operator.

9.2 New utilities and roads

- 9.2.1 Operator shall be allowed to lay telephone lines, electric cable, water pipeline or any other utility after approval of drawing from RSRTC and such work should not obstruct RSRTC other operations, movement of buses, passenger movement area, etc

9.3 Falling of trees

- 9.3.1 RSRTC shall assist the Operator in obtaining the Applicable Permits for falling of trees to be identified by RSRTC for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project. The cost of such felling shall be borne by the Operator. The Parties hereto agree that the felled trees shall be deemed to be owned by RSRTC and shall be disposed in such manner and subject to such conditions as RSRTC may in its sole discretion deem appropriate.

9.4 Reasonable Support of RSRTC

The Parties agree that RSRTC shall assist the Operator with all reasonable support required for fulfilment of all obligations as per this Agreement

ARTICLE 10 SAFETY REQUIREMENTS

10.1 Safety Requirements

The Operator shall comply with the provisions of this Agreement, Indian Standards for EV Chargers notified by BIS, MOP guidelines and other Applicable Laws & Permits and conform to Good Industry Practice for securing the safety of the Users, passengers, staff and all other visitors. In particular, the Operator shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project, and shall comply with the safety requirements. The Operator shall also be responsible for providing a safe environment during construction of Project Facilities created under the provisions of this agreement.

10.2 The Operator shall ensure compliance with, including but not limited to, the following:

- Appropriate cabling and electrical work to ensure safety
- Surge Protection: Type-1 and Type-2 protection (as per Indian Standard Code IS / IEC 62305-4/IEC 61643-12 © IEC: 2008 (Edition 2.0 2008-11) to safeguard against electrical surges implemented
- Adequate fire protection equipment and facilities installed as per relevant Indian Standards.
- All electrical equipment installed in EV charging station complies with Central Electricity Authority regulations, specifically the Technical Standards for Connectivity of Distributed Generation Resources (2013) and Safety and Electric Supply Measures (2023), as amended from time to time
- Equipment Testing: Each EVSE model with different power ratings and communication protocols type tested by the Original Equipment Manufacturer in accordance with BIS standards specified in a testing agency accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL), with a valid Type Test certificate
- Vehicle Maneuvering: Adequate space for charging vehicles and easy entry/exit provided.
- Clear Instructions: EV charging stations display visual aids/pictorial narration in English/Hindi and Local Language to guide users through the charging process.
- Specifications of the available EV chargers displayed on EVSE for user reference in charging stations.
- Trained Staff: EV Charging stations to be manned with trained personnel on hand for safe operation

10.3 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Operator to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and also works and services, if any, not forming part of the Scope of the Project undertaken in accordance with the provisions of this Article.

ARTICLE 11 INSURANCE

11.1 Insurance during Project Period

The Operator shall, at its own cost, take out and maintain, throughout the Project Period, including (without limitation):

- a) Contractor's All Risk / Erection All Risk insurance during the Construction Period;
- b) Comprehensive/Industrial All Risk insurance (fire, allied perils, machinery breakdown, electrical/electronic equipment) for the Project Facilities during the entire Project Period, for their full replacement value;
- c) Third Party Liability insurance covering injury to persons (including RSRTC's staff and passengers) and damage to property arising from the Project Facilities; and
- d) Workmen's Compensation/ESI insurance for its personnel.

11.2 RSRTC as Co-Insured/Loss Payee

RSRTC shall be named as a co-insured or loss payee (as appropriate) under the policies referred to in Clause 11.1(b) and (c), and the Operator shall furnish copies of all policies and renewal receipts to RSRTC. Failure to maintain or renew insurance shall entitle RSRTC to take out the insurance at the Operator's cost and recover the premium from amounts payable to the Operator, without prejudice to RSRTC's other rights under this Agreement.

ARTICLE12 FORCE MAJEURE

12.1 Force Majeure Event

12.1.1 Any of the following events (beyond the control of parties) which has materially impaired the performance of this Agreement shall constitute a Force Majeure Event:

- a) Earthquake, flood, inundation, pandemic, epidemic, landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) Fire caused by reasons not attributable to the Operator;
- d) Acts of terrorism;
- e) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- f) Any other similar act / things beyond the control of the Parties.

12.2 Notice of Force Majeure Event

12.2.1 As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- a) The nature and extent of the Force Majeure Event;
- b) The estimated period for which the Force Majeure Event is expected to last;
- c) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- f) Insurance details of such events, if any

12.3 Performance of Obligations

12.3.1 The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 12.2;
- b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

- c) There shall be no Termination of this Agreement due to Force Majeure Event except as provided in this Article;
- d) Where the Operator is the Affected Party, the various deadlines set forth in this Agreement and the Project Period shall be extended by the period for which such Force Majeure Event shall subsist;
- e) Where the Operator is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Project site as a result of the Force Majeure Event and to restore the facilities in the Project site, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- f) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- g) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and

12.4 Termination due to a Force Majeure Event

- 12.4.1 In case a Force Majeure Event subsists for a period of 180 days or more within a continuous period of 365 days, either Party may in its sole discretion terminate this Agreement by giving 30 days prior Termination Notice in writing to the other Party without being liable in any manner whatsoever.

ARTICLE 13 TERMINATION

13.1. Termination due to Event of Default of Operator

13.1.1. RSRTC, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Operator (hereinafter called the “**Operator Event of Default**”):

- a) failure to achieve COD at any location within the Construction Period plus any permitted extension/cure period, save on account of Force Majeure or as time period extended by RSRTC;
- b) In case penalty charges charged to Operator regarding failure to provide EV Charging to RSRTC EV buses increases the cap of 10% (ten percent) of the Total amount payable to Operator by RSRTC for that particular month for that particular location.
- c) the Operator becoming insolvent, being wound up, or a receiver being appointed over its assets;
- d) any material misrepresentation in the Bid found to be false;
- e) unauthorised transfer/encumbrance of the Project Site, or unauthorised assignment of this Agreement;
- f) breach of the Code of Integrity/anti-corruption provisions referred to in Clause 16.10; or
- g) RSRTC's confidential information shared by Operator to other party
- h) any other material breach of this Agreement not remedied within the cure period specified in Clause 13.2.

13.2. Cure Period and Termination Notice

13.2.1. On occurrence of an Event of Default, the non-defaulting Party shall issue a written notice to the defaulting Party specifying the default. The defaulting Party shall have 30 (thirty) days to cure the default. If the default is not cured within the cure period, the non-defaulting Party may terminate this Agreement by a further written notice of 15 (fifteen) days.

13.2.2. All such sub-license agreements shall also stand terminated once this Agreement is terminated.

13.3. Termination for Convenience

13.3.1. RSRTC, by 180 days' Notice sent to the Operator, may terminate the Agreement, in whole or in part, at any time for its convenience provided the Operator agrees to the same. The Notice of termination shall specify that termination is for the RSRTC's convenience, the extent to which performance of the Operator under the Agreement is terminated, and the date upon which such termination becomes effective subject to Operator's consent.

13.3.2. The Services which have been provided at the time of Operator's receipt of the Notice of termination may be accepted by RSRTC at the Agreement terms and prices.

13.4. Consequence of Termination of Agreement

- 13.4.1. Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:
- i. Operator shall handover the vacant possession of Project site to RSRTC.
 - ii. Operator shall surrender all its rights on the Project site. Operator shall transfer all its rights and interest in or over the assets comprised in the Project Site which are required to be transferred to RSRTC in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- 13.4.2. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in transfer contemplated shall be borne by Operator only.
- 13.4.3. Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement as given below:
- i. **Termination due to Force Majeure Event(s) OR Termination by Convenience, subject to notice of 180 days and no occurrence of Event of Default(s):**
 - Operator shall make payment of all dues including other recurring charges, if any and payment of bills of all third parties/agencies associated with the Contract pending till the date of termination, pending till the date of start of Force Majeure or till the date of vacation of subjected property in case of voluntary exit.
 - RSRTC shall release/return the Performance Security submitted by Operator after deduction of any due payable by Operator to RSRTC
 - ii. **Termination due to Operator's Event of Default:**
 - RSRTC shall forfeit the Performance Security submitted by Operator.
 - Operator shall make payment of all dues including other recurring charges, if any and payment of bills of all third parties/agencies associated with the Contract, pending till the date of termination.
- 13.4.4. Upon termination of Agreement due to expiry of Project Period/ extended Project Period/ termination before end of Project Period, the Operator shall be required to obtain "No Dues" Certificate from RSRTC after making payment of pending dues to RSRTC.

ARTICLE 14 LIABILITY AND INDEMNITY

14.1 General indemnity

- 14.1.1 The Operator will indemnify, defend, save and hold harmless RSRTC and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "**RSRTC Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under the Project Agreements or any related agreement or on account of any defect or deficiency in the provision of services by the Operator to any User or from any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of RSRTC Indemnified Persons.
- 14.1.2 RSRTC will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of RSRTC in the land comprised in the Project Site, and/or (ii) breach by RSRTC of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Operator.

14.2 Indemnity by the Operator

- 14.2.1 Without limiting the generality of Clause 14.1, the Operator shall fully indemnify, hold harmless and defend RSRTC and RSRTC Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- (a) failure of the Operator to comply with Applicable Laws and Applicable Permits;
 - (b) payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator contractors, suppliers and representatives; or
 - (c) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its contractors which are payable by the Operator or any of its contractors.
- 14.2.2 Without limiting the generality of the provisions of this Article 14, the Operator shall fully indemnify, hold harmless and defend RSRTC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which RSRTC Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to

any materials, information, design or process used by the Operator or by the Operator's Contractors in performing the Operator's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Operator shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for RSRTC a licence, at no cost to RSRTC, authorising continued use of the infringing work. If the Operator is unable to secure such licence within a reasonable time, the Operator shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

14.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 14 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

14.4 Survival on Termination

The provisions of this Article 14 shall survive Termination.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Dispute Resolution

15.1.1 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 constituted shall ensure full compliance with the office order referred to above.

15.1.2 Any dispute/objection regarding the conditions mentioned in the agreement shall be filed in the competent court located in Jaipur.

15.2 Jurisdiction of Courts

Any dispute/objection regarding the conditions mentioned in the bid/contract/agreement issued by the corporation shall be filed in the competent court located in Jaipur.

ARTICLE 16 MISCELLANEOUS

16.1 Applicable Rules & regulations

Operator shall ensure that following rules and timely amendments are followed during the period of the project.

a) Indian Electricity Act 2003 – any rules / amendments pertaining to EV charging stations. CEA (Measures relating to Safety & Electrical Supply) Regulations 2010 and its subsequent amendments. 13

b) Ministry of Power (MoP) Notifications vide No. 12/2/2018-EV (Comp No. 241852) dated 17th Sept. 2024 on the subject “Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure 2024”, and amendments from time to time thereof.

c) Ministry of Power (MoP) Notifications vide No. 12/2/2018-EV dated 10th Jan. 2025 on the subject “Guidelines for Installation and Operation of Battery Swapping and Charging Stations – reg”, and amendments from time to time thereof.

d) Any other guidelines issued by central / state governments as applicable

16.2 Transfer of Assets

16.2.1 Upon expiry of the Project Period, or earlier termination of this Agreement, the Operator shall transfer and hand over the Project Facilities to RSRTC, free from all encumbrances. Transfer of Assets shall also include Transfer of Electricity Connection in RSRTC’s name.

16.2.2 The Project Facilities shall be handed back in good working condition, having a minimum residual useful life of minimum 12 months, fair wear and tear excepted. Not less than 12 (twelve) months prior to the scheduled expiry of the Project Period, RSRTC (or an independent inspecting agency appointed by it) shall carry out a joint inspection with the Operator to identify any deficiencies, and the Operator shall rectify the same at its own cost prior to Transfer of Assets.

16.2.3 Upon satisfactory Hand over, RSRTC shall issue a Hand over Certificate, and the Performance Security (if not already adjusted/forfeited) shall be released within 30 (thirty) days thereafter, subject to adjustment of any amounts due to RSRTC.

16.3 Governing law and jurisdiction

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

16.4 Waiver of Immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or

any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

16.5 Waiver

16.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: -

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

16.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

16.6 Exclusion of implied warranties etc.

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

16.7 Entire Agreement

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

obligations of the Operator arising from the Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

16.8 Severability

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

16.9 No partnership

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

16.10 Code of Integrity

The Operator confirms that it has complied, and shall continue to comply, with the Code of Integrity prescribed under the RTPP Act and Rules made thereunder, and shall not offer or accept any bribe, gift or inducement in connection with this Agreement, breach of which shall entitle RSRTC to terminate this Agreement and forfeit the Performance Security, without prejudice to any other remedy available in law.

16.11 Change in Laws and Regulations

The document provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable in the Payment Terms as defined in this Agreement and Bidding Documents

16.12 Successors and Assigns

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

16.13 Language

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

16.14 Counterparts

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of RSRTC by:

(Signature)

Name of Operator:

Designation:

Witness:

In the presence of:

1.

2.

SCHEDULE – A PROJECT LOCATION DETAILS

Location (Depot/Workshop/Bus Stand)	Number of Chargers	Type of charger
AJMER	14	240kW DC, Dual Gun, (CCS2)
ALWAR	13	240kW DC, Dual Gun, (CCS2)
BEAWAR	9	240kW DC, Dual Gun, (CCS2)
BHARATPUR	10	240kW DC, Dual Gun, (CCS2)
BHILWARA	13	240kW DC, Dual Gun, (CCS2)
CHITTORGARH	9	240kW DC, Dual Gun, (CCS2)
JHUNJHUNU	5	240kW DC, Dual Gun, (CCS2)
CBS Sindhi Camp	13	240kW DC, Dual Gun, (CCS2)
DELUXE	12	240kW DC, Dual Gun, (CCS2)
JODHPUR	9	240kW DC, Dual Gun, (CCS2)
KEKRI	9	240kW DC, Dual Gun, (CCS2)
KOTA	13	240kW DC, Dual Gun, (CCS2)
SAWAI MADHOPUR	10	240kW DC, Dual Gun, (CCS2)
SIROHI	11	240kW DC, Dual Gun, (CCS2)
TONK	9	240kW DC, Dual Gun, (CCS2)
UDAIPUR	13	240kW DC, Dual Gun, (CCS2)

Note: EV Charging Infrastructure shall also be developed at Kotputli with 4 chargers and NCR Region with 3 chargers by the Operator as per the requirement of RSRTC

SCHEDULE – B

TECHNICAL SPECIFICATIONS FOR 12 MTR, TYPE II- AC ELECTRIC BUSES FOR INFORMATION

Sr.No.	Parameter	Specifications
1.	Model	12 Meter Monocoque/ladder with front overhang
2.	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 are capable of operating minimum 225 km without opportunity charging on actual conditions with GVW and Air conditioning and other sub system operational. 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) 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).
3.	Charging Range Charger Type	225 km minimum in single charging on actual condition with GVW and AC and other sub system operational. DC Fast Charger
4.	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. 5) Traction battery used in battery operated vehicles – AIS: 049 -2009.

**Operator may refer to RSRTC bid document for 300 Electric 3*2 AC Buses for further clarification.*

SCHEDULE – C INDICATIVE EV BUS & CHARGER DISTRIBUTION AND TOTAL CHARGING EVENTS AT EACH LOCATION

Cluster	Depots Included	Buses	Total Trips	Total number of 240kW Chargers Required	Charge Events		
					Total Charge Events	Layover Events	Overnight (End-Day)
AJMER	AJMER	24	66	14	53	29	24
ALWAR	ALWAR + Matsya Nagar	25	80	13	71	46	25
BEAWAR	BEAWAR	15	40	9	40	25	15
BHARATPUR	BHARATPUR	20	52	10	47	27	20
BHILWARA	BHILWARA	20	62	13	58	38	20
CHITTORGARH	CHITTORGARH	15	40	9	40	25	15
JHUNJHUNU	JHUNJHUNU	10	20	5	15	5	10
JAIPUR	DELUXE + CBS JAIPUR + VIDHYADHAR	50	134	25	112	62	50
JODHPUR	JODHPUR	15	30	9	25	10	15
KEKRI	KEKRI	20	78	9	62	42	20
KOTA	KOTA	21	80	13	54	33	21
SAWAI MADHOPUR	SAWAI MADHOPUR	10	38	10	30	20	10
SIROHI	SIROHI	15	46	11	38	23	15
TONK	TONK	20	60	9	47	27	20
UDAIPUR	UDAIPUR	20	62	13	62	42	20
TOTAL	All Depots	300	888	172	754	454	300

Note: EV Charging Infrastructure shall also be developed at Kotputli with 4 chargers and NCR Region with 3 chargers by the Operator as per the requirement of RSRTC.

Schedule-D: Draft Format of Performance Security

(To be issued by a Scheduled Bank in India on non-judicial stamp paper of appropriate value as per Rajasthan Stamp Act 1998)

BANK GUARANTEE NO. _____

dated _____

Ref No. _____

This Deed of Guarantee made on this day of(month & year) by M/s _____, a financial institution incorporated under the _____ Act and having its registered office at _____ and Corporate office at _____ and Branch/Zonal office at _____ (Name and address of Bank) (hereinafter referred to as “the **Bank**” or “the **Guarantor**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)) of the one part.

In favor of F.A., RSRTC, Jaipur (hereinafter called as “**RSRTC**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), having its registered office at _____ of the other part;

Whereas RSRTC has accepted the Bid of M/s.....(hereinafter referred to as the “**Operator**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at..... for Operator for Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure of 172 EV Chargers at 16 locations for its 300 fully AC 3x2 Electric Bus Fleet.

And Whereas the Operator under the terms of Agreement is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) as Performance Security and has thus requested the Bank to issue the said Bank Guarantee in favor of RSRTC.

And Whereas, accordingly the Bank has agreed to guarantee to RSRTC the obligations of the Operator under the terms of the Agreement, on the terms and conditions stated herein.

NOW THIS GUARANTEE HEREBY WITNESS:

1. The Bank, as primary obligor, on receipt of a written demand from RSRTC, shall pay on the same day to RSRTC the aforementioned amount of Security Deposit or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Operator. Any such demand made by RSRTC shall be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Operator in any suit or proceedings pending before any Court, tribunal or arbitrator/s relating thereto and the liability of the Bank under this guarantee shall be absolute and unequivocal.
2. This Guarantee shall be valid upto dd/mm/yyyy (____ years from the date of issuance of LOA) against any dues payable by the Operator to RSRTC and shall not be revoked by the Bank at any time without RSRTC's prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this guarantee only and only if RSRTC serves upon the Bank a written claim or demand on or before dd/mm/yyyy.
3. This Guarantee is unconditional and irrevocable till such time RSRTC discharges this guarantee by issuing a letter to the Bank in this behalf.

Design, Installation, Commissioning and Operation & Maintenance of Electric Vehicle Charging Infrastructure for RSRTC Electric Bus Fleet

4. The Bank undertakes to pay the amount mentioned herein as principal debtor and not a surety and RSRTC at its option, shall be entitled to enforce this guarantee during its currency against the Bank, as a principal debtor in the first instance, without proceeding against the Operator and notwithstanding any security or other guarantee that RSRTC may have in relation to the Operator's liabilities.
5. The Bank shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the Agreement or by extension of time granted to the Operator or due to any postponement / non-exercise / delayed exercise of any of its rights by RSRTC against the Operator or omission on the part of RSRTC or any indulgence by RSRTC to the Operator to give such matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.
6. The expression "Operator", " Bank" and "RSRTC" hereinbefore used shall include their respective successors and assigns. Also the Guarantee shall not be affected by any change in the constitution of the Operator or of the Bank.
7. Notwithstanding anything contained herein:
 - a) The Bank liability under this bank guarantee shall not exceed Rs.....(as mentioned in the RFP Document.
 - b) This Bank guarantee shall be valid upto dd/mm/yy
 - c) The Bank is liable to pay the guaranteed amount or part thereof only and only if RSRTC serves upon the Bank a written claim or demand on or before dd/mm/yy. (___ years from the date of issuance of LOA)

IN WITNESS WHEREOF I/We of the Bank have signed and sealed this guarantee on the..... day of..... month and year being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of Authorized Bank Official:

Name _____

Designation _____

Stamp/Seal of the Bank: _____

Schedule-E: Grievance Redressal

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 Two Thousand Five Hundred 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 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.

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- (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 No of.....

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