



RAJASTHAN STATE ROAD TRANSPORT CORPORATION,

**CHIEF MANAGER
BANSWARA DEPOT
TELEPHONE NO.02962243728
e-mail: - RSRTC.CMBSW @GMAIL.com**

**BID DOCUMENTS FOR OPERATION
OF 2x2 DELUXE (PUSH BACK)
VEHICLE ON REVENUE SHARING MODEL**

Year 2025-26

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

About (RSRTC)

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

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

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

Purpose

Operation of **17 + Driver & above seater** Deluxe Vehicle in the Rural area of depots under the control of RSRTC on Revenue Sharing basis.

Bid Document Issuer

Chief Manager, Rajasthan State Road Transport Corporation (RSRTC), BANSWARA, Rajasthan. **Bid documents can be downloaded from online website <https://eproc.rajasthan.gov.in> and also on the website <http://transport.rajasthan.gov.in/RSRTC/> Or <http://sppp.rajasthan.gov.in>**

Price of Bid Document

- a. The price of this Bid Document is **Rs 10000/- plus 18% GST** extra i.e. Rs 11800/- (Rupee Eleven Thousand Eight Hundred Only). This amount will be Non-Refundable. Bidders have to pay the cost of the Bid Document in the form of Demand Draft (DD) which should be in favor of **“Chief Manager, BANSWARA, RSRTC”** payable at **BANSWARA**. Document can be downloaded from RSRTC website i.e. <http://transport.rajasthan.gov.in/RSRTC>
- b. Bid **Processing Fee Rs 1500/-** in the form of Demand draft (DD) in favor of **Managing Director, RISL, Jaipur**. This amount will be Non-Refundable.

Bidding Document

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

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

Bid Submission

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

- i. The requisite fee & bid security will be physically submitted in the office of Chief Manager, BANSWARA **one day before the day of opening of technical bid upto 05.00 PM**. Without submission of fees and Bid Security, the bid will not be opened and treated as rejected.
- ii. **Technical Bid:** All the requested documents along with fee submitted by the firm will be scanned and uploaded on E-BID Portal as mentioned in the NIB.
- iii. **Financial Bid:** Financial Bid forms must be submitted as prescribed format of BOQ.

Bid Submission & Correspondence Submission

Chief Manager

Rajasthan State Road Transport Corporation,
BANSWARA, Rajasthan
Tel No 02962243728

Website: <http://transport.rajasthan.gov.in/RSRTC>
e-mail: - RSRTC.CMBSW@GMAIL.COM

Eligibility Criteria

The Bidders should be Indian Company(s) registered under the Indian Companies Act, and/or any other legal entity registered in Indian Law, Indian Citizen. In case of company / firm Registration Certificate to be submitted along with technical bid.

Blacklisting and Non-Performance – As per Annexure D

Scope of work

- The successful bidder will ensure that these **17 + Driver & above Seater Deluxe Vehicles** should be registered after **01-10-2021** and in case of Petrol/CNG/Diesel vehicle it must comply BS VI emission norms.
- Route wise requirement of vehicles as mentioned in BID FORM A and tentative list of routes are mentioned in Bid Form.
- The bidder has to submit his offer: - As per the route wise requirement of the Depot as mentioned in the table of Bid Form. Bidder can bid for single or multiple routes of Depot of RSRTC.
- RSRTC reserves the right to increase or decrease the estimated quantity of the vehicles at any stage.
- Initially the period of the contract will be **Six years**.
- The vehicles will be operated on rural route that is mentioned in bid form A which are under the control of any depot of RSRTC.
- Operator shall paid monthly payment to RSRTC for the scheduled KM of operated route, as per the decided rate per KM per vehicle on Revenue Sharing.

A-BID FORM

**BID FORM FOR DEPOTWISE OPERATION OF 17 + Driver & above
SEATER DELUXE VEHICLE IN THE RURAL AREA OF DEPOTS
UNDER THE CONTROL OF RSRTC ON REVENUE SHARING BASIS**

BID FEES AND IMPORTANT DATES**Schedule of Bidding Activities**

S. N.	Item Description (Providing of vehicles)	Estimated quantity of vehicles	Cost of Bid documents	Bid processing fee (Non- refundable)	Bid Security for financial bid. (Refundable)	Pre-bid meeting date
			(Non- refundable) in Rs	in Rs	in Rs	Last date of bid submission
1	2	3	4	5	6	7
1	Operation of 17 + Driver & above seater Deluxe vehicle in the Rural area of depots under the control of RSRTC on Revenue Sharing basis	02	11,800/-	1500/-	55,000/- per vehicle	- 13-02-2026 17-00 hrs 17-02-2026 11-00 hrs

Note:-

1. All above events will be held at Depot of Rajasthan State Road Transport Corporation (RSRTC).
2. In the event of the date specified above being declared as a holiday for Corporation the due date will be the following working day.

Tentative Route wise requirement for 17 + Driver & above seater Deluxe Vehicle in the Rural area of depots under the control of RSRTC on Revenue Sharing basis is as "Annexure -H".

क्र0 स0	आगार	प्रस्तावित मार्ग का नाम	प्रस्तावित मार्ग से जुड़ने वाले स्टेप्डों का नाम	एक तरफा किमी	प्रस्तावित परिचक्रों की संख्या	कुल प्रस्ता- वत किमी	राष्ट्रीय कृत मार्ग पर प्रतिच्छा- द किमी	कुल प्रस्तावित वाहन
01	BANSWA RA	बांसवाडा आनन्दपुरी वाया कोबा बड़लिया	बांसवाडा-बोरवट-छिल्करोड बांसवाडा-ठीकरिया- बोरवट-छीछरोड-मलवासा छीछगाव-बासला-बागीदोरा -उमेदगढ़ी -थापडा -उदयपुरा-चोरडी-कोबा- छपरा-उम्मेदपुरा-पाटकनज -करदा-बड़लिया -आनन्दपुरी	64	4	256	12	1
02	BANSWA RA	बांसवाडा-कुशलगढ़ वाया आबापुरा	बांसवाडा-पांचनबं र-कुंडला पाडला-केसरपुरा-देवगढ़ बद्रले -आबापुरा-नया खेडा उमरीनाल-बोरखाबर-खेडा वडली-डाबरीनाल-बरवाला राज -जोड़िया तला- जोगडीमाल-कोटडा राग भीमपुरा-कुशलगढ़	60	4	240	12	1

Note:-

1. RSRTC reserves the right to increase or decrease the estimated quantity of the vehicles at any stage.
2. Route wise requirement of vehicles and tentative list of routes are as mentioned in BID FORM A.
3. **The successful bidder will ensure that these 17 + Driver & above Seater Deluxe Vehicles should be registered after 01-10-2021 and in case of Petrol/CNG/Diesel vehicle it must comply BS VI emission norms.**
4. The bidder has to submit his offer: - As per the route wise requirement of the Depot as mentioned in the table of Bid Form.
5. The technical bid without any of or all of the required cost of document/bid processing fees/ BID SECURITY mentioned in column No. 4 to 6 of the above table shall be liable to reject such Bid, for that such Bidder shall be fully responsible.
6. Bid documents can be seen and obtained from:
<http://transport.rajasthan.gov.in/RSRTC/> <http://sppp.rajasthan.gov.in/>, & <https://eproc.rajasthan.gov.in>.
7. RSRTC at its sole discretion and without assigning any reasons there of reserves the right to accept or reject any/all Bids at any stage.

Sd/-

Chief Manager, BANSWARA DEPOT

B - NOTICE INVITING BID



RAJASTHAN STATE ROAD TRANSPORT CORPORATION

BANSWARA, Depot
e-mail:- RSRTC.CMBSW@GMAIL.com

No. RSRTC/BSW/GEN/962

Date: 28-01-2026

NOTICE INVITING BID

Route wise operation for 17 + Driver & Above Seater Deluxe Vehicle in the Rural area of depots under the control of RSRTC on Revenue Sharing Basis

Online Bids in the prescribed form are invited for Route wise operation for **17 + Drive & Above Seater** Deluxe Vehicle in the Rural area of depots under the control of RSRTC on Revenue Sharing basis is as under. The detailed information of the Bid available at RSRTC website - <http://transport.rajasthan.gov.in/RSRTC/>, <http://sppp.rajasthan.gov.in> and also on <https://eproc.rajasthan.gov.in>.

Online Bid will be accepted on above website upto 13-02-2026 upto 17:00 hrs. and will be opened on 17-02-2026 at 11:00 Hrs. in the office of the undersigned.

Sd/-

Chief Manager, BANSWARA DEPOT

IMPORTANT DATES

1. Issue Date	29-01-2026
2. Published Date	29-01-2026
3. Bid Document Download Start Date	29-01-2026
4. Pre-bid Meeting	
5. Bid Submission Start Date	30-01-2026
6. Last Date of Bid Submission	13-02-2026
7. Technical Bid Opening Date	17-02-2026

C. TECHNICAL BID DOCUMENTS

FOR OPERATION OF 17 + DRIVER & ABOVE DELUXE VEHICLE IN
THE RURAL AREAS OF VARIOUS DEPOTS UNDER THE CONTROL
OF RSRTC ON REVENUE SHARING BASIS

2025-26

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

I- TECHNICAL BID APPLICATION

To,
 The Chief Manager,
 Rajasthan State Road Transport Corporation
 _____, Rajasthan.

Ref: BID NOTICE for Operation of 17 + Driver & above seater Deluxe Vehicle in the rural area of depots under the control of RSRTC on revenue sharing basis.

Dear Sir,

Having examined the Bid Documents, I/we are hereby submitting all the necessary information and relevant cost of documents, fees and BID SECURITY for pre-qualifying & consideration of financial bids for Operation of **17 + Driver & above seater Deluxe vehicle** in the rural area of depots under **the control of RSRTC on revenue sharing basis** as per specifications and design of RSRTC in the following **Routes: -**

S. N.	Name of Route	Number of seats in vehicle to be supplied
1		
2		
3		
4		
5		
6		
7		

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

1. We are also submitting our financial bid through online portal for the works indicated above. We understand that Corporation reserves the right to reject any bid without mentioning any reason at any stage.

2. The demand drafts as details given below are enclosed herewith: -

S. No.	Particulars	Amount in Rs.	DD/BG No. & Date	Bank Name
1	Cost of Bid documents	11,800/-		
2	Bid processing fee	1500/-		
3	Bid Security for financial bid Rs 55,000 /- per vehicle			

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

Dated _____

Signature of the Bidder with stamp

Enclosure:

1. Sealed envelope consisting of Fee Documents (bid documents fee, bid processing fee & bid security/Bid Security) should be submitted in physical form **one day before the day of opening of technical bid upto 05.00 PM**. On the top of the sealed envelope, the following should be mentioned:

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

Note: -

1. All the technical bid documents along-with proof of submission of all fees (bid documents fee, bid processing fee & bid security/Bid Security) shall be uploaded only on e-procurement portal. No hard copy of technical bid documents will be accepted except fees documents.
2. If fails Submission of fees documents **one day before the day of opening of technical bid upto 05.00 PM**, bid will be liable to rejection.
3. Bidder shall submit / upload the bid in e-procurement portal with its own DSC (Digital signature certificate) only.

II. GENERAL CONDITIONS RELATED TO TECHNICAL CAPABILITY

INTRODUCTION

The capability of the Bidder who are willing to provide the service of Operation of 17 + Driver & above seater Deluxe Vehicle in the rural areas of various depots under the control of RSRTC on revenue sharing basis is mentioned below. The list of Depot & Route wise Tentative Requirement of vehicles and proposed routes under various depots can be seen along with this Bid document. Certain technical and financial information is required to be furnished so as to consider the financial bid of such Bidder.

TECHNICAL CAPABILITY

- a. For operation of new vehicles consortium will be allowed on the following conditions: -
 - i. Consortium should not be more than 3 members.
 - ii. There should be a lead member, who has more than 51% share capital of the consortium, and who will be authorized by all members of consortium to sign on bid, agreement etc. on behalf of the consortium.
 - iii. The remaining member of the consortium should have a minimum share capital of 24% of the consortium. It should also be ensured that the members of consortium shall have minimum 24% equity for complete lock in period.
 - iv. Agreements among consortium bidders must be submitted along with the bid in which above point ii) & iii) be also clarify in the agreement.
 - v. The lock-in period of such consortium should be minimum 2 years.
 - vi. The Consortium should be registered.
 - vii. In case of consortium, bidder must submit copy of consortium agreement.
 - b. The bidder has to submit his offer as per the complete requirement of the Depot as mentioned in the table of Bid Form

The Bid document cost of Rs. **11,800/-**, to be submitted in the form of demand draft in favor of Chief Manager, BANSWARA, **RSRTC, BANSWARA** which is non-refundable. The said demand draft has to be submitted **one** day before the day of opening of technical bid upto 05.00 PM and scanned copy of the same will be uploaded with the Technical Bid documents.

- c. The processing fee of Rs. 1500/-, to be submitted in the form of demand draft in favor of **Managing Director, RISL, Jaipur**, which is non-refundable. The said demand draft has to be submitted one day before the day of opening of technical bid upto 05.00 PM to Chief Manager, BANSWARA and scanned copy of the same will be uploaded with the **Technical** Bid documents. Without submission of this bid processing fees in original in the office of Chief Manager, BANSWARA the Bid shall be liable to rejection.
- d. **A bid security of Rs. 55,000/- per vehicle** in the form of Demand Draft/Irrevocable Bank Guarantee in favor of Chief Manager, BANSWARA, RSRTC valid for One Year from the last date of bid submission, pledged in favor of Chief Manager, BANSWARA, RSRTC, BANSWARA (Refundable) is to be submitted. The said Demand Draft /Irrevocable Bank Guarantee has to be submitted one day before the day of opening of technical bid up to 05.00 PM and scan copy of the same will be uploaded with the Technical Bid documents. Without submission of the **BID SECURITY**, the Bid shall be liable to rejection.
- e. **The BID SECURITY of Rs. 55,000/- per vehicle** shall be multiplied by number of vehicles offered in the bid. Failing which the Financial Bids will not be opened even after acceptance of Pre-Qualification Evaluation.
- f. The information required in respect of the bidder to be furnished mandatory in the document attached with the Technical Bid in schedules “A” & **Annexure “A” to “H”**.
- g. Each page of the Technical bid documents should be signed by the Bidder with stamp. Incomplete and Conditional bid will be rejected.
- h. If the Bid is made by a firm in partnership/proprietary, then, it shall be signed by the authorized partner of the firm indicating their full names and addresses. A certified copy of the partnership deed along with duly attested authorisation letter from notary public may also be enclosed. Such partnership firms must submit proof of their existence at the time of submitting the bid.
- i. If the Bid is made by a Limited Company; it should be signed by the Authorized person, holding the power of Attorney for signing the documents like Bid & agreement etc. A certified copy of the power of attorney must also be enclosed with the Bid documents. Such Limited Company must submit proof of their existence at the time of submitting the bid.

- j. In case of consortium, make sure to follow the conditions mentioned as above at point No. "a".
- k. In case the Bidder deliberately hides/ gives incorrect information about their working capacity and performance or if they have been black listed or debarred by another STU, RSRTC will be free to take appropriate action against such defaulting firms.
- l. Before submission of the bid for **suggestion / clarification regarding the bid document**, a pre-bid meeting will be called on the date mentioned in the bid form.
- m. The Managing Director, RSRTC fully reserves the right to accept or to reject any of the pre-qualification Bid or full Bid received and will also not be liable to explain the reason to any body for the decision taken by the Corporation.

CHANGES IN THE BIDDING DOCUMENT

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

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

COST & LANGUAGE OF BIDDING-

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed

literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

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

Evaluation Criteria

The procuring entity shall award the contract to the bidder whose offer has been determined to be the highest or most advantageous and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement i.e. Operation of **17 + Driver & above Seater Deluxe Vehicle** in the rural area of depots under the control of RSRTC on Revenue Sharing Basis. **The formula for base rate calculation will be 0.23 rupees per Seat per KM per Vehicle excluding driver seat. Bidder has to quote its bid in per KM per Vehicle which must be equal or higher than the base rate.** Any bid below the base rate shall not be accepted & liable to be rejected.

For example:

Example 1: If bidder wants to provide 17+D seater vehicle then base rate shall be $0.23 \times 17 = 3.91$ Rs. per KM per Vehicle.

Example 2: If bidder wants to provide 22+D seater vehicle then base rate shall be $0.23 \times 22 = 5.06$ Rs. per KM per Vehicle.

Example 3: If bidder wants to provide 24+D seater vehicle then base rate shall be $0.23 \times 24 = 5.52$ Rs. per KM per Vehicle.

Example 4: If bidder wants to provide 28+D seater vehicle then base rate shall be $0.23 \times 28 = 6.44$ Rs. per KM per Vehicle.

Example 5: If bidder wants to provide 32+D seater vehicle then base rate shall be $0.23 \times 32 = 7.36$ Rs. per KM per Vehicle.

Acceptance of the successful Bid and award of contract

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

Governing Law; Dispute Resolution

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

Notice

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

DISQUALIFICATIONS OF BID

- a. RSRTC may, for reasons to be recorded in writing, cancel the process of BID initiated by it -
 - i. at any time prior to the acceptance of the successful bid; or
 - ii. after the successful bid is accepted in accordance with sub-rules (d) and (e).
- b. RSRTC shall not open any bids or proposals after taking a decision to cancel the BID.

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

III. INFORMATION OF BIDDER SCHEDULE “A”

1.	Name of Bidder Legal Identity of the bidder (Individual/ Proprietary firm/ Joint venture/consortium/Partnership Firm/ Pvt. Ltd. etc.)	
2	Residence/ Office address with Pincode	
	Contact Detail	
	Mobile No.	
	E-mail address	
3	Name as per Bank Account	
	Bank Name & Branch	
	Bank Account No.	
	IFSC Code	
	GST No.(if applicable)	
	PAN for TDS	
4	Type of vehicles held with numbers.(if any)	
5	Year of incorporation (attach copy of certificate of registration)	
6	Name of Authorized person	
7	Name of the Route	
8	TOTAL No of Vehicles Applied	

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

Annexure A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest: -

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

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

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

Annexure C

Grievance redressal during procurement process:

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

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No. 1

(See rule 83)

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

Appeal Noof.....

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

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

Place

Date

Appellant's Signature

ANNEXURE "D"

DECLARATION BY BIDDERS REGARDING QUALIFICATIONS

In relation to our Bid submitted to [enter designation and address of the BIDDER] for [insert name of the Goods] in response to their Notice Inviting Bids No..... Dated we hereby declare that:

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

We, the undersigned declare that our firm have not been blacklisted by any of STU's/Govt. of India / State Government/ Public sector during last three financial years 2022-23,2023-24,2024-25 & as on date of 2025-26 undertaking for breach of contract.

3. Declaration by Bidder (For not being bankruptcy and insolvent)

We, the undersigned declare that our firm has not been declared Bankrupt/insolvent.

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

Signed: _____ Name: _____

In the capacity of: _____

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

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

Date: _____ Signature of Bidder: _____

Place: _____ Name: _____

Designation: _____ Address: _____

ANNEXURE 'E'

Bid Security format in case of Bank Guarantee

(to be issued by a Nationalised Bank)

Bid Security (Bank Guarantee Unconditional)

Form of Bid Security

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

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

Beneficiary: [insert Name and Address of Procuring Entity]

Date: [insert date]

BANK GUARANTEE No.: [insert number]

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

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

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

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

on or before that date. Signed: _____

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

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank]

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

ANNEXURE 'F'

Format of Bank Guarantee for 2% Performance Security

Performance Security

(to be given by a Nationalised Bank)

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

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

Beneficiary: [Name and Address of Procuring Entity]

Date:

Performance Guarantee No.:

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

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

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

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

Stamp of Bank and Authorized Signature(s)

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

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

Notes:

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

Annexure "G"

“बिडदाता द्वारा प्रस्तुत किये जाने वाले शपथ पत्र का प्रारूप”

मै.....पता..... शपथ पूर्वक बयान
करता हूँ कि मेरे द्वारा **FOR OPERATION OF 17 + Driver & above SEATER**
DELUXE VEHICLE ON REVENUE SHARING MODEL(Year 2025-26) के
टेण्डर आई.डी. संख्यामें आवेदन करने से पूर्व
समस्त निविदा एवं अनुबंध पत्र की शर्तों का भलीभांति अवलोकन कर
लिया गया है।

उक्त निविदा में प्रस्तुत दस्तावेजों में कमी/अनियमितता पाई जाती
है तो उसके लिए मैं स्वयं जिम्मेदार रहूँगा।

हस्ताक्षर बिडदाता एवं सील

Annexure 'H'

"ग्रामीण मार्गों की सूची"

क्र० स०	आगार	प्रस्तावित मार्ग का नाम	प्रस्तावित मार्ग से जुड़ने वाले स्टेप्डों का नाम	एक तरफा किमी	प्रस्तावित परिचक्रों की संख्या	कुल प्रस्तावत किमी	राष्ट्रीय कृत मार्ग पर प्रतिच्छा द किमी	कुल प्रस्तावित वाहन
01	BANSWA RA	बांसवाडा आनन्दपुरी वाया कोबा बड़लिया	बांसवाडा-बोरवट-छिल्करोड बांसवाडा-ठीकरिया- बोरवट-छीछरोड-मलवासा छीछगाव-बासला-बागीदोरा -उम्मेदगढ़ी -थापडा -उदयपुरा-चोरडी-कोबा- छपरा-उम्मेदपुरा-पाटकनज -करदा-बड़लिया -आनन्दपुरी	64	4	256	12	1
02	BANSWA RA	बांसवाडा-कुशलगढ़ वाया आबापुरा	बांसवाडा-पांचनबं र-कुंडला पाडला-केसरपुरा-देवगढ़ ब्रह्मले -आबापुरा-नया खेडा उमरीनाल-बोरखाबर-खेडा वडली-डाबरीनाल-बरवाला राज -डोडिया तला- जोगडीमाल-कोटडा राग भीमपुरा-कुशलगढ़	60	4	240	12	1

D. FINANCIAL BID DOCUMENTS

FOR OPERATION OF 17 + Driver & above SEATER DELUXE
VEHICLE IN THE RURAL AREA OF DEPOTS UNDER THE
CONTROL OF RSRTC ON REVENUE SHARING BASIS FOR 2025-26

I. INSTRUCTIONS FOR BIDDERS

II. TERMS & CONDITIONS OF FINANCIAL BID

III. SCHEDULE OF RATES (BOQ)

IV. FORMAT OF AGREEMENT

V. SPECIFICATIONS OF THE VEHICLE.

I. INSTRUCTION FOR THE BIDDERS

1. INSTRUCTIONS:

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

2. GENERAL CONDITIONS: -

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

- a) The Bidder must quote his per KM per vehicle rate of revenue offered to be shared with RSRTC for Operation of **17 + Driver & above seater Deluxe vehicle** in the rural area of depots under the control of RSRTC **on per KM per vehicle basis** as per Schedule (BOQ) enclosed.
- b) The vehicle can be based on Petrol/Diesel/CNG/ Electric mode & must be registered after **1st of October, 2021**. In case of Diesel/CNG Fuel, vehicle must comply BS VI emission norms as per CMVR. In NCR areas vehicles shall be operated as per the CAQM-NCR (Commission for Air Quality Management) guidelines
- c) The Bidder must quote per KM per vehicle rate of revenue offered to be shared with RSRTC including all taxes. (for each route in which the bidder wishes to provide his vehicle) specified on the schedule (BOQ) in figures as well as in words. The quoted rate must be above base rate **which must be in Rs. per Km per vehicle**.
- d) **The SRT, toll tax, RTO permit renewal fee (for the routes under which bidder wants to operate the vehicle), cost of HSD/Petrol/CNG/Electric etc. and any other expenses required for**

the operation of vehicles shall be borne by the bidder. The permit for the mentioned routes shall be provided by RSRTC however the permit renewal shall be done by the operator till contract period.

- e) Operator shall **make** monthly payment to RSRTC for the scheduled KM of operated route length (as mentioned in BID Form), **on the basis of per KM** per vehicle rate agreed to be shared with RSRTC on Revenue Sharing Basis.
- f) Operator shall provide VTS (Vehicle Tracking System) / GPS (Globle Positioning System) report way bill, GPS data report, complete category wise details of revenue received, remittance report which is enabled in that particular vehicle. Operator should give access of vehicle VTS/GPS to RSRTC.
- g) The operator shall collect FARE from the passengers as per the rate decided by State Government i.e. 1.50 Rs per KM per seat or amended from time to time. In case of any increase in above mentioned fare (1.50 Rs. /KM/Seat) proportionate increase in the per KM rate of revenue offered to share to RSRTC shall be applicable.
- h) **Minimum fare of Rs. 06.00 or as amended from time to time, shall be allowed to collect from an eligible passenger.**
- i) It will be required to provide services as per rules/guideline of **RSRTC as amended from time to time. All types of free and concessional travel/services to citizen/legal entity permitted by the government/RSRTC, should be provided /permitted by the operator to entitled/ eligible passengers.** For reimbursement against such concessional services, the operator shall submit bills/claims to concerned RSRTC depot. Operator can claim, actual amount of concessional and free journey tickets or **15% of Revenue, collected at 90% load factor (for all vehicle operated during a month in a depot), whichever is less.**
- j) Operator shall pay the revenue sharing amount to the RSRTC as per the decided rate per KM for the particular operated route length, by the **10th day of next month. Payment of revenue sharing amount to RSRTC will have no connection with the reimbursements against concessional travel/ services. If there is any delay in payment by the operator to RSRTC, then interest @ 15% P.A. shall be applicable, up to 30 days.** After this PSD will be forfeited and contract may be terminated by RSRTC.

- k) Payment shall be made by operator **by way of** Online Banking/RTGS/NEFT to the concerning depot of RSRTC.
- l) Operator must operate the vehicle only on the route or schedule allotted by the RSRTC. Apart from this, the vehicle cannot be used by the vehicle owner/operator anywhere else. If the operator is found doing so, the RSRTC will have the right to terminate the contract without any notice and also forfeit the Performance Security Deposit amount and blacklist the operator.
- m) No variations in the rates on the ground of mistake, misunderstanding etc. will be allowed on any ground after the Bid has been submitted.
- n) Bidders are prohibited from making any addition or alterations in the descriptions mentioned in the rate schedule or in the column.
- o) The Bidders are requested not to subject their Bids to hedging conditions such as 'offer subject to the availability of vehicles', 'offer subject to confirmation at the time of order', 'rates subject to market fluctuations, offer expire stock etc. as such conditions shall disqualify the Bid.
- p) No change in the schedules of operation of vehicles will be entertained by the Corporation. However, considerations on any point in dispute, will be given by the Managing Director, at his discretion on merits of each case.

3. BID SECURITY:

A sum of Rs. 55,000/- per vehicle in the form of DD in favor of **Chief Manager, BANSWARA, RSRTC** or Irrevocable Bank Guarantee/ valid for One Year from the last date of bid submission, pledged in favor of **Chief Manager, BANSWARA, RSRTC** giving reference of the Bid Number should be paid as Bid Security Alongwith Pre-Qualification Technical Bid. **The BID SECURITY of Rs. 55,000/- per vehicle** shall be multiplied by number of vehicles offered in the bid.

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

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

Bid Security deposited will be forfeited if :-

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

BID SECURITY OF UNSUCCESSFUL BIDS:

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

4. **ACCEPTANCE OF BID:**

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

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

6. **DISCHARGE OF BID CONDITIONS:**

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

II.TERMS & CONDITIONS OF FINANCIAL BID

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

A. In the following general conditions and broad specifications and expression "CORPORATION" shall mean RAJASTHAN STATE ROAD TRANSPORT CORPORATION. The Managing Director shall be the Managing Director of RAJASTHAN STATE ROAD TRANSPORT CORPORATION, JAIPUR. The contractor shall mean the person or persons, company of firm, whose Bid shall be accepted by the Corporation. The "work" comprising of or referred to in these conditions, specifications, drawings and schedules of prices, which are intended to be executed and performed by the Contractor. The singular number shall include the plural and masculine gender shall include the feminine. The specifications are intended to be explanatory of the work required to be done but should any discrepancies or omissions, appear or any misunderstanding arises, with regard to intention/ meaning of anything contained in the specifications, the explanation of the Managing Director shall be final and binding on all the parties.

I. Bid must be submitted online with duly signed and stamped of the bidder on each page be submitted in the office of **Chief Manager, BANSWARA.**

II. Bid should be submitted before the prescribed date & time through online portal. Hard copy of Bid submission confirmation form accompanied by BID SECURITY of Rs. 55,000/- per vehicle for Operation of 17 + Driver & above seater Deluxe vehicle in the rural area of depots under the control of RSRTC on revenue sharing basis, in the form of DD in favor of Chief Manager, BANSWARA RSRTC/ IRREVOCABLE BANK GUARANTEE, valid for One Year from the last date of bid submission, pledged in favor of Chief Manager, BANSWARA, RSRTC (Refundable). The BID SECURITY of Rs. 55,000/- per vehicle shall be multiplied by number of vehicles offered in the bid. The BID SECURITY amount shall be submitted in form of single Demand Draft (DD). Multiple number of DD shall not be accepted. Also, the name in DD/Bank guarantee should be same as the Name of Bidder Failing which the Financial Bids may not be opened even after acceptance of Pre-Qualification Evaluation. No interest will be paid on bid security. The Bid Security in the form of CHEQUES etc.

shall not be accepted. **If bidder fails to submit fee documents one day before the day of opening of technical bid upto 05.00 PM, bid will be liable to rejection.**

- III.** Letter of Intent (LOI) will be given to the successful Bidder after finalization of the Bid.
- IV.** The final inspection at the time of delivery, i.e. PDI (pre delivery inspection) of the vehicle shall be carried out by the **Depot Level Committee of Concerned Depot** before starting of vehicle operation as per design and specification of bid documents. After approval of PDI of the vehicles, operation of vehicles will be started. The successful bidder shall inform **to Chief Manager of Concerned Depot** for the inspection of vehicle.
- V.** The Bidder/Contractor shall have to provide the offered vehicles/vehicle **within 120 days from the date of LoI. In case** the vehicles/vehicle not provided by the Bidder/Contractor to the **RSRTC within 120 days from** the date of LoI, then late penalty of Rs. 500/- per day **per vehicle (With Applicable GST)** for **first 45 days**, then Rs. 1000 per day **per vehicle (With Applicable GST)** will be charged for each **day of delay up to 60 days.**
- VI.** RSRTC will in its discretion, be entitled to forfeit the BID SECURITY deposit paid by the contractor and will be entitled to deal with and enter into an agreement with any other successful Bidder.
- VII.** The Bidder/Contractor will report to the RSRTC for the vehicles/vehicle to be put on road on revenue sharing basis shall also submit the full details of the vehicles/vehicle with their Registration Nos. and seating capacity etc. within due time. Registration of the vehicles will be in Rajasthan state only. **The lock-in period of 2 years be allowed for operation of vehicles/vehicle.** Accordingly, vehicle wise agreement for 6 years be executed on non-judicial stamp paper on the cost of contractor. RSRTC has reserved the right to cancel/terminate the agreement at any time even in lock-in period, if the services being provided by contractor are found not satisfactory, by giving prior notice of 15 days to the firm.
- VIII.** The duly uniformed driver with valid heavy passenger vehicle driving license for more than three years **will be** provided by operator **on the buses.** Driver and conductor for vehicle/es will be provided by the

operator, the driver and conductor so provided will abide with the rules and **regulations** of RSRTC.

- IX.** The contractor shall be deemed to have carefully examined the terms, conditions & broad specifications of the vehicle of RSRTC. If he has any doubt as to the meaning of any of these conditions or of the specifications of the vehicle before submission of Bid, he may get the clarifications from **Chief Manager, BANSWARA**. The interpretation of the Managing Director on this behalf shall be final and binding on the Bidders.
- B.** The per KM per vehicle rate of revenue offered to be shared with RSRTC should be quoted in BOQ per Km. per Vehicle and must not under any circumstances be altered and the rate must be entered in words as well as in figures.
- C.** The Bidders should sign the Bid form and all these papers, terms and conditions, in token of having accepted all the terms and conditions of Bid and contract and should also enclose the same with the Bid.
- D.** The corporation reserves the right to accept any Bid or part of a Bid not necessarily the highest and May, similarly, reject any Bid, any part of the Bid or all the Bids without assigning any reasons. Therefore, order can be placed for the vehicles to be placed on revenue sharing basis to one Contractor or can be split into more Contractors at the discretion of the RSRTC.

E. PERFORMANCE SECURITY DEPOSIT

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

The contractor shall pay PERFORMANCE SECURITY DEPOSIT an amount equal to 2% of the total value as calculated below: -

“No. of vehicle/es as per order X Route Length Kms. X 365 Days X Contract Period X per KM per vehicle rate of revenue offered to be shared with RSRTC = Value of the amount for calculation of 2% SECURITY DEPOSIT”

- (ii)** The PERFORMANCE SECURITY DEPOSIT as calculated above deposited in the form of **DEMAND DRAFT/ FDR/ IRREVOCABLE BANK GUARANTEE**, of a scheduled bank in favor of **Chief Manager, BANSWARA RSRTC valid for 78 Months from the date of Agreement, pledged in favor of Chief Manager, BANSWARA,RSRTC at the time of execution of the agreement.** The SECURITY DEPOSIT will not carry any interest.

All charges/fees/cost/expenses for providing the SECURITY DEPOSIT shall be borne and paid by the Bidder/Contractor.

- (iii) **On the request of successful bidder, the Bid Security may be adjusted in performance security.**
- (iv) The PERFORMANCE SECURITY DEPOSIT shall be refunded after successful completion of 72 months from the date of Agreement. For this purpose, the contractor shall produce "No Dues" certificate from the authorities decided by RSRTC for that.

F. The Performa of the agreement is enclosed herewith with the related terms and conditions. The said terms and conditions of the agreement will be part and parcel of this bid documents.

G. Responsibilities of the Bidder: -

- i. To provide the vehicle **with driver possessing valid heavy driving license and qualified conductor with valid Badge** as applicable.
- ii. To provide the vehicle with driver and qualified conductor possessing valid heavy driving licenses with Badge as applicable.
- iii. The Bidder shall not employ any person as a driver for operating a vehicle who has been removed or dismissed/retired on superannuation from the service of the RSRTC/Govt. Department.
- iv. The Bidder shall provide uniform to the driver and conductor as prescribed by the RSRTC.
- v. The Bidder shall bear the cost of the driver and conductor including their wages, daily allowance and meet all the other statutory obligations such as PF & ESI if applicable.
- vi. The Bidder shall keep the vehicles on road worthy in terms of the MOTOR VEHICLE ACT, 1988 and rules made there under from time to time.
- vii. The Bidder shall arrange HSD/Petrol/CNG/Electricity, Lubricants, Oil, Spare parts, Tyres and tubes etc. required for running and maintenance of the vehicles at his on cost.
- viii. The Bidder shall be responsible for damage or loss caused to the vehicle during the period of agitation, accidents etc. under no circumstances the RSRTC will be made liable or responsible to any compensation to be awarded by Motor Accident Claim Tribunal, Tribunals or courts.
- ix. It is obligatory on the part of Bidder to perform related duties in case of the accidents and to inform the RSRTC in any event of the accident fatal or otherwise.

- x. The Bidder shall abide by all statutory provisions including those made under various labour enactments such as Workmen's Compensation Act, Payment of wages Act, Contract labour Act, The provident fund Act, The payment of gratuity Act, ESI Scheme and all such other enactments and/or by-laws applicable to the RSRTC and defend the Driver in Criminal and/or Civil Court in any Criminal/Civil liability arising out of any action of Court on the part of the Driver.
- xi. The Bidder shall ensure the insurance of all the vehicles covering third party risk, passengers and other property damages including the vehicles. The insurance should be renewed time to time. The Bidder/Contractor shall incorporate the information in insurance proposal form that the vehicle is to be operated with RSRTC for operation as Public Transport Vehicle under this contract. The Bidder/Contractor shall have obtained the insurance cover note of the vehicle in the joint name of Bidder/Contractor and RSRTC. The Bidder/Contractor must appear in the MACT Court on filing of application by the petition in respect of his vehicle/es.
- xii. The Bidder/Contractor shall produce the vehicle/es for inspection at the time of deployment and also subsequently whenever required by the RSRTC.
- xiii. The RSRTC shall be at liberty to terminate the agreement for violation/breach of the terms and conditions of the Bid/Agreement by the Bidder/Contractor. No compensation shall be paid by the RSRTC. Accordingly, the Managing Director of RSRTC or its representative shall forfeit the **BID SECURITY/ PERFORMANCE SECURITY DEPOSIT** either in whole or in part thereof at his discretion without prejudice to his other rights and remedies open to the RSRTC in this regard and it shall be binding on the Bidder/Contractor.
- xiv. The Bidder/Contractor shall be liable for any traffic offences committed by his Driver.
- xv. The Bidder/Contractor will have to enter in to Contract/ Agreement for operation of vehicles for 6 years with RSRTC. Accordingly, **vehicle wise agreement for 6 years be executed.** RSRTC reserves the right to cancel/ terminate the agreement at any time even in lock-in period, if the services being provided by contractor are found not satisfactory by giving prior notice of 15 days to the firm. The terms and conditions so mentioned in the Contract/ Agreement (Performa enclosed)

are part and parcel of this Bid documents, the Bidder/Contractor is abiding with them.

xvi. In the event of Bid of partnership firm or a company or consortium being accepted, the contract agreement shall be signed by authorized partner of the firm/Director of the company/ Authorized Lead member of the consortium for which power of attorney being exercised for that purpose by the competent authority of the firm or company or consortium.

H. The Managing Director of RSRTC may from time-to-time delegate his powers to any officer of the RSRTC for execution of contract and all the decisions, orders issued by the said officer shall be binding on the Bidder/Contractor. If any doubt, dispute or difference arises or happens between the officers on the one hand and the Bidder/Contractor on the other hand in respect of the said contract and every such doubt, dispute and difference shall be referred to the Managing Director of RSRTC. The decision of Managing Director of RSRTC shall be final and binding on the contractor.

I. On the completion of necessary formalities of Agreement and after signing of the same by both the parties, RSRTC will issue detailed order for operation of vehicles to the Contractor in pursuance of this Agreement.

J. The contractor shall arrange to carry out physical fitness and eye test of the Drivers and conductor engaged for operated vehicles under this Bid as per the provisions of Motor Vehicle Act from time to time at own cost.

K. FORCE MAJEURE CLAUSE: -

(i.) In the event that any of the parties hereto finds itself unable, by reason of a case of "force majeure" to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such "force majeure" shall be suspended as long as impossibility so caused shall last but not thereafter. The situation created by such "force majeure" shall be remedied as far as possible, with reasonable dispatch.

(ii.) The term "force majeure" as used herein shall mean any 'Act of God' epidemic, earthquake, landslide, volcano, eruption, floods, cyclones, lightning, war invasion, armed conflict or any other activity of foreign enemy like blockage, embargo, terrorist's attacks and other unforeseen natural disaster beyond the control of human being.

- (iii.) If a force majeure situation arises, the bidder / contractor shall promptly notify RSRTC in writing of such condition and cause thereof. Unless otherwise directed by RSRTC the bidder/ contractor shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iv.) The Party affected by “force majeure” shall give notice thereof to the other party by cable or fax or telex setting forth all necessary particulars concerning the giving of the said notice, the obligations of the party giving such notice shall be suspended as said above and the Parties shall consult together with the view to determine the mutually acceptable measure to overcome the difficulties arising there from.
- (v.) “force majeure” shall, however, not relieve any party from its obligations to effect any obligation not affected by such “force majeure” and any contractual payment on the date when it is due except effecting of such payment is hindered by “force majeure”.

L. DISPUTE RESOLUTION:

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

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

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

**III. SCHEDULE OF RATES (BOQ) FOR DEPOTWISE OPERATION OF
17 + DRIVER & ABOVE SEATER DELUXE VEHICLE IN THE RURAL
AREA OF DEPOTS UNDER THE CONTROL OF RSRTC ON
REVENUE SHARING BASIS AS PER SPECIFICATIONS OF RSRTC**

As per BOQ uploaded on e-procurement portal

IV-FORMAT OF AGREEMENT

अनुबन्ध पत्र का प्रारूप

(For Deluxe Vehicle On Revenue Sharing Model)

यह अनुबन्ध पत्र राजस्थान राज्य पथ परिवहन निगम के अधिकृत प्रतिनिधि जिसे आगे "निगम" अथवा "प्रथम पक्ष" में उल्लेखित किया जावेगा एंव मैसर्स / श्री.....

.....पता..... निजी बस मालिक

अथवा निजी बस मालिक द्वारा अधिकृत प्रतिनिधि श्रीपुत्र श्री

.....पता..... (जिसके मालिक के उत्तराधिकारी, हितधारी असाईनीज

जिनके नाम अधिकृत पॉवर ऑफ अटोर्नी हो सम्मिलित होंगे) जिसे इस अनुबन्ध पत्र में "द्वितीय पक्ष" के रूप में उल्लेखित किया जावेगा, के मध्य पारस्परिक सहमति से बिना किसी दबाव के अंकित एंव निष्पादित किया जाता है। इस अनुबन्ध में वर्णित वाहन स्वामी अथवा उसके अधिकृत व्यक्ति के अतिरिक्त किसी अन्य व्यक्ति से निगम द्वारा किसी प्रकार का व्यवहार नहीं किया जावेगा।

इस अनुबन्ध पत्र के अनुसार निगम, मैसर्स/श्रीद्वारा प्रदत्त की गई वाहन सं0.....मॉडल.....को राजस्थान राज्य पथ परिवहन निगम के अधिनस्थ डिपो के वर्णित ग्रामीण मार्गों पर यात्री वाहन के रूप में प्रयोग करने के लिए अधिकृत होगा।

अनुबन्ध की शर्तें निम्न प्रकार हैं :-

1. यह कि वाहन मालिक मैसर्स/श्री.....पुत्र श्री.....अनुबन्ध पर दी गई वाहन में स्वयं की ओर से लाईसेन्सधारी (भारी यात्री वाहन चलाने का 03 वर्ष से अधिक पुराना वैध लाईसेंस अनिवार्य) चालक तथा वैध लाईसेंसधारी परिचालक नियुक्त करेगा तथा चालक एंव परिचालक के पूरे खर्च जैसे वेतन, प्रोविडेन्ट फन्ड, अन्य सभी देयतायें जो श्रम कानून के तहत देय हैं, द्वितीय पक्ष द्वारा देय होंगी। इसके अतिरिक्त वाहन के संचालन में होने वाले सम्पूर्ण खर्च उदाहरणार्थः— डीजल मय डी.ई.एफ/पेट्रोल/सी.एन.जी/इलेक्ट्रिक, मरम्मत, टूट-फूट, बीमा, टोल टैक्स, SRT, परमिट नवीनीकरण फीस, VTS/GPS/Panic Button, यात्रियों की सुरक्षा एंव संचालन से संबंधित समस्त उत्तरदायित्व द्वितीय पक्ष द्वारा वहन किया जावेगा। वाहन संचालन हेतु निर्धारित मार्गों के अनुज्ञा पत्र प्रथम पक्ष द्वारा द्वितीय पक्ष को उपलब्ध करवाये जाएंगे परन्तु इनका नवीनीकरण अनुबंध अवधि तक द्वितीय पक्ष द्वारा स्वयं के स्तर से करवाया जाएगा।

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

2. वाहन स्वामी मै. पुत्र श्री को निगम द्वारा जारी कार्यादेश (LOI/LOA) क्रमांक दिनांक में वर्णित कुल वाहने राजस्व साझाकरण (Revenue Sharing) हेतु आगार, राजस्थान राज्य पथ परिवहन निगम को उपलब्ध करानी होगी।

3. द्वितीय पक्ष द्वारा(LOA के अनुसार सीटों की संख्या) **Seater Deluxe** वाहन ही निगम के निर्धारित Specification and Design के अनुरूप उपलब्ध कराई जावेगी। सफल बोलीदाता वाहनों के निरीक्षण के लिए निगम के महाप्रबन्धक (गुणवत्ता) को सूचित करेगा।

4. द्वितीय पक्ष का यह उत्तरदायित्व होगा कि वाहन को पूर्णतया चालू हालत में रखें, वाहन की सफाई तथा मोटरवाहन अधिनियम-1988 के अन्तर्गत बनाये गये नियमों तथा राज्य सरकार द्वारा जारी अधिसूचना/संबंधित आदेशों के अन्तर्गत निर्धारित श्रेणी की सीटें सुन्दर और साफ हालत में रखें। वाहन में टूल बॉक्स, फर्स्ट एड बॉक्स, स्टेपनी आदि रखेंगें तथा मोटर वाहन अधिनियम के उल्लेखित नियमों में निर्दिष्ट सभी प्रकार के उपकरणों की सफाई तथा अन्य ऐसे समस्त खर्चें जो वाहन को सही हालत में रखने के लिये आवश्यक हैं, वाहन स्वामी को ही वहन करने होंगे।
5. वाहन की न्यूनतम अनुबंध अवधि 6 वर्ष तक के लिए होगी।
6. न्यूनतम अनुबंध अवधि 06 वर्ष होगी परंतु यह शर्त आगार अथवा निगम के कर्मचारियों के हडताल पर चले जाने अथवा किसी प्राकृतिक संकट के समय अथवा किसी स्थान पर कानून एंव व्यवस्था से उत्पन्न स्थितियों अथवा ऐसे किसी कारण, जो निगम के नियन्त्रण में न हो, से संचालन में होने वाले व्यवधान की स्थिति में लागू नहीं होगी। विषम परिस्थितियों में द्वितीय पक्ष की वाहन का संचालन भी बिना पूर्व सूचना के बन्द किया जा सकेगा।
7. ऑपरेटर को राजस्व साझाकरण (Revenue Sharing) पर प्रति वाहन प्रति किलोमीटर निर्धारित दर के अनुसार संचालित मार्ग लंबाई (जैसा कि बोली फॉर्म में उल्लेखित है) के निर्धारित किलोमीटर के लिए निगम को मासिक भुगतान करना होगा।
8. ऑपरेटर वाहन की वीटीएस (वाहन ट्रैकिंग सिस्टम)/जीपीएस (ग्लोबल पोजिशनिंग सिस्टम) रिपोर्ट, वे बिल, जीपीएस डेटा रिपोर्ट, प्राप्त राजस्व का पूर्ण श्रेणीवार विवरण इत्यादि का Access निगम को प्रदान करेगा।
9. ऑपरेटर यात्रियों से राज्य सरकार द्वारा निर्धारित दर अर्थात 1.50 रुपए प्रति किलोमीटर प्रति सीट अथवा समय-समय पर संशोधित दर के अनुसार किराया वसूल करेगा। उपर्युक्त किराए (1.50 रुपए/किमी/सीट) में किसी भी प्रकार की वृद्धि होने पर निविदा में ऑपरेटर द्वारा निगम को दी जाने वाली प्रति किमी आधार पर सहमत दर में आनुपातिक वृद्धि लागू होगी।
10. न्यूनतम किराया 06.00 रुपए प्रति यात्री अथवा समय-समय पर संशोधित, अनुमत होगा।
11. ऑपरेटर का यह दायित्व होगा कि वह निगम द्वारा उपयोग में ली जा रही ETIM मशीन एंव उससे संबंधित हार्डवेयर तथा VTS उपकरण निर्धारित शुल्क जमा करवा कर निगम के आगार से प्राप्त कर वाहन में स्थापित करेगा तथा उक्त मशीन से ही यात्रियों को टिकिट जारी किया जाना सुनिश्चित करेगा।
12. ऑपरेटर द्वारा ETIM मशीनों से जारी होने वाली टिकिटों का डाटा यथा वे बिल, मार्गवार, वाहनवार, आगार वार रियायती व निःशुल्क यात्रा आदि की सूचना API के माध्यम से निगम के MIS सर्वर पर प्रेषित करनी होगी।
13. API के माध्यम से प्राप्त सूचना के आधार पर निगम द्वारा योजना की MIS तैयार की जाकर यात्रियों की संख्या, परिचक्रों की संख्या, रियायती एंव निःशुल्क यात्रा का राजस्व, कुल राजस्व इत्यादि की Monitoring आगार द्वारा की जाएगी।
14. ऑपरेटर को आवंटित मार्गों की Monitoring VTS/GPS सिस्टम से की जाएगी, जिसका डेटा API के माध्यम से निगम के सर्वर से जोड़ा जाएगा।
15. ऑपरेटर द्वारा प्रतिदिन निर्धारित मार्ग पर वाहन संचालन किए जाने हेतु निगम के आगार से लॉग-पत्र जारी करवाया जाना अनिवार्य है तथा प्रत्येक परिचक्र उपरांत निगम के बस स्टेप्डों पर कार्यरत कार्मिकों से लॉग-पत्र प्रमाणित करवानी होगी। लॉग-पत्र जारी नहीं करवानें/प्रमाणित नहीं करवाये जाने की स्थिति में वाहन असंचालित मानी जाएगी तथा **बिन्दु संख्या – 18** के अनुसार

कार्यवाही की जाएगी ।

16. ऑपरेटर द्वारा यात्रियों को सरकार द्वारा अनुमत राजस्थान राज्य पथ परिवहन निगम को दी जा रही समस्त प्रकार की निःशुल्क और रियायती यात्रा की अनुमति देनी होगी । जिसके पुर्नभरण के लिए ऑपरेटर निगम के आगार में देयक प्रस्तुत करेगा । यात्रियों को जारी किए गए निःशुल्क और रियायती यात्रा टिकट के लिए, ऑपरेटर निःशुल्क और रियायती यात्रा टिकटों की वास्तविक राशि या 90 प्रतिशत यात्रीभार पर होने वाले राजस्व का 15 प्रतिशत (डिपो में एक माह के दौरान संचालित सभी वाहनों के लिए), जो भी कम हो, का दावा कर सकता है । जिसकी गणना निम्नानुसार की जाएगी :-

संचालित मार्ग के निर्धारित किमी x वाहन में सीटों की संख्या x 1.50 रु० प्रति किमी प्रति सीट अथवा समय—समय पर संशोधित x 90 प्रतिशत का 15 प्रतिशत अथवा निःशुल्क और रियायती यात्रा टिकटों की वास्तविक राशि, दोनों में से जो भी कम हो ।

उदाहरणार्थ :-—ऑपरेटर द्वारा प्रतिदिन 250 किमी के मार्ग पर वाहन संचालित किया जाता है एवं 22 सीटर वाहन उपलब्ध करवाया जाता है । इस परिस्थिति में 1.50 रु. प्रति किमी प्रति सीट यात्रियों से किराया लेने की स्थिति में 90 प्रतिशत अर्जित राजस्व 7,425/- रु० का 15 प्रतिशत 1,113.75/- रु० अथवा निःशुल्क और रियायती यात्रा टिकटों की वास्तविक राशि, दोना में से जो भी कम हो, के आधार पर निगम द्वारा भुगतान देय होगा ।

17. राजस्व साझाकरण (Revenue Sharing) की प्रति वाहन प्रति किलोमीटर निर्धारित दर के आधार पर, संचालित वाहन के मार्ग के निर्धारित किमी अनुसार, राजस्व साझाकरण राशि का भुगतान ऑपरेटर द्वारा निगम को अगले माह के प्रथम 10 दिनों के भीतर करना होगा । निशुल्क / रियायती यात्रा के पुर्नभरण का, ऑपरेटर द्वारा RSRTC को भुगतान की जाने वाली राजस्व साझाकरण राशि से सम्बद्ध नहीं किया जा सकेगा । यदि ऑपरेटर द्वारा निगम को भुगतान में देरी की जाती है, तो **भुगतान राशि का 15% p.a. ब्याज** देय होगा, जो 30 दिनों तक हो सकता है । इसके बाद ऑपरेटर की निगम में सुरक्षा राशि जब्त कर निगम द्वारा अनुबंध समाप्त किया जा सकेगा ।

18. प्रत्येक वाहन का माह में 02 दिवस का स्वैच्छिक अवकाश ब्रेक डाउन/मेन्टेनेन्स सहित देय होगा । इससे अधिक दिवस वाहन संचालन हेतु उपलब्ध नहीं करवाये जाने की स्थिति में प्रति दिवस 500/- रु० प्रति वाहन शास्ति राशि देय होगी । ऑपरेटर द्वारा 15 दिवस लगातार वाहन संचालन हेतु उपलब्ध नहीं करवाये जाने की स्थिति में वाहन की उस माह की निर्धारित revenue sharing राशि निगम कोष में जमा करवाने के उपरांत वाहन संचालन की अनुमति दी जाएगी । यदि लगातार 30 दिवस के पश्चात भी ऑपरेटर द्वारा संचालन हेतु वाहन उपलब्ध नहीं करवायी जाती है तो निगम में जमा सुरक्षा राशि जब्त करते हुए अनुबंध समाप्त किया जा सकेगा ।

19. ऑपरेटर द्वारा निगम के संबंधित आगार को ऑनलाइन बैंकिंग के माध्यम से भुगतान किया जाएगा ।

20. द्वितीय पक्ष की वाहन निगम द्वारा आवन्टित मार्ग अथवा शिड्यूल पर ही चल सकेगा । इसके अतिरिक्त वाहन का प्रयोग वाहन मालिक द्वारा अन्यत्र यथा शादी, सामाजिक समारोह, रैली इत्यादि में नहीं किया जा सकेगा । यदि द्वितीय पक्ष ऐसा करते पाया गया तो निगम को अधिकार होगा कि वह बिना सूचना दिये अनुबन्ध निरस्त कर दे तथा साथ ही बकाया देय राशि जब्त कर ले अथवा द्वितीय पक्ष को “ब्लेकलिस्ट” कर दे ।

21. वाहन के संबंध में नगरपालिका स्टेप्ड फीस, टोल टैक्स, विशेष पथ कर, परमिट नवीनीकरण फीस, पर्यटक अनुज्ञा पत्र पर देय कर व अन्य राज्यों को देय कर का भुगतान वाहन स्वामी द्वारा किया जावेगा ।

22. द्वितीय पक्ष की वाहन के संचालन हेतु परिचालक की नियुक्ति द्वितीय पक्ष द्वारा की जावेगी तथा नियुक्त परिचालक यात्रियों को टिकिट जारी करने, किराया वसूल करने, यात्रियों को वाहन में बैठाने/उतारने तथा निगम द्वारा निर्धारित बस स्टाप पर गाड़ी को रोकने व समय सारिणी के अनुसार वाहन का संचालन कार्य करेगा । उक्त परिचालक को टिकट, वे-बिल व अन्य स्टेशनरी वाहन स्वामी द्वारा उपलब्ध करवाई जावेगी ।

23. यह कि द्वितीय पक्ष अनुबन्ध पत्र के माध्यम से जो बस राजस्थान परिवहन निगम को वाहन संचालन करने हेतु देगा उसकी Comprehensive बीमा पालिसी (जिसमें दंगा, फसाद, युद्ध, बाढ़, भूकम्प इत्यादि से होने वाली रिस्क भी शामिल होगी) द्वितीय पक्ष द्वारा भारत की किसी भी अधिकृत बीमा कम्पनी से अनुबन्ध अवधि हेतु प्रत्येक वर्ष के लिये द्वितीय पक्ष के खर्च पर करवाई जावेगी । इस Comprehensive बीमा पालिसी में प्रथम पक्ष निगम का नाम भी आवश्यक रूप से Beneficiary Insurer के रूप में अंकित कराया जावेगा जिससे वाहन के दुर्घटनाग्रस्त होने पर बस के कर्मचारियों व बस के यात्रियों व किसी भी सम्पत्ति का कोई भी नुकसान, हर्जाना, ब्याज व क्लेम की राशि की अदायगी की जिम्मेदारी बीमा कम्पनी द्वारा निगम की ओर से दी जानी सम्मिलित होगी । बस की यह मूल Comprehensive बीमा पालिसी द्वितीय पक्ष द्वारा प्रथम पक्ष को उपलब्ध करवाई जावेगी, जो अनुबंध अवधि में प्रथम पक्ष के आधिपत्य व अधिकार में रहेगी । वाहन की Comprehensive बीमा पालिसी का नवीनीकरण भी पालिसी में अंकित अंतिम तिथि से 10 दिवस पूर्व बस मालिक द्वारा आवश्यक रूप से करवा लिया जायेगा इस बीमा की समस्त राशि द्वितीय पक्ष द्वारा अपने खर्च पर भारत की अधिकृत बीमा कम्पनी के साथ जमा कर मूल पालिसी प्रथम पक्ष को उपलब्ध कराई जावेगी । जो अनुबंध अवधि में प्रथम पक्ष के आधिपत्य व अधिकार में रहेगी । द्वितीय पक्ष द्वारा मूल बीमा पालिसी प्रथम पक्ष को न देने व समय पर नवीनीकरण न कराने पर 1000/- रुपये प्रतिदिन प्रति बस के जुर्माने पर बस अनुबंध पर स्वीकार करने हेतु प्रथम पक्ष को अधिकार होगा । बीमा पॉलिसी के नवीनीकरण नहीं होने की दशा में शास्ति की राशि तो वसूली ही जायेगी साथ ही वाहन संचालित नहीं किया जायेगा । वाहन संचालन नहीं होने की दशा में कार्यवाही करते हुए क्षतिपूर्ति राशि वसूल की जायेगी । फिर भी यदि विलम्ब दिवस के दौरान वाहन संचालन होने पर घटित दुर्घटना के संबंध में किसी भी प्रकार की क्षतिपूर्ति की सम्पूर्ण जिम्मेदारी द्वितीय पक्ष वाहन मालिक की होगी ।

24. वाहन मालिक अपनी वाहन के दुर्घटनाग्रस्त होने के नुकसान/हर्जाने के क्लेम व हर्जाने के समस्त दायित्वों की अदायगी के लिये भी इस अनुबंध के उक्त बिन्दु के अनुसार Comprehensive बीमा पालिसी में बीमा कम्पनी के उत्तरदायी होने की शर्त अंकित करवायेगा और इस प्रकार दुर्घटना संबंधी कोई दायित्व किसी भी प्रकार का निगम पर नहीं होगा और किसी भी न्यायालय अथवा अधिकरण में वाहन के दुर्घटनाग्रस्त होने पर किसी भी व्यक्ति द्वारा कोई भी वाद, क्लेम आवेदन पत्र प्रस्तुत किये जाने पर वाहन मालिक व वाहन की बीमा कम्पनी ही अपने खर्च पर वकील नियुक्त कर पैरवी की समस्त व्यवस्था करेगा व इस संबंध में निगम को किसी भी प्रकार का व्यय या भुगतान करना पड़ा तो ऐसी धनराशि वाहन के मालिक व वाहन की बीमा कम्पनी द्वारा ही देय होगी और इस संबंध में वाहन को अनुबंध मुक्त करने से पूर्व व बाद में भी वाहन मालिक को देय राशि में से अथवा बीमा कम्पनी से वसूल करने के लिये निगम सक्षम होगा । वाहन दुर्घटनाग्रस्त होने पर घायल व्यक्तियों के प्राथमिक उपचार पर जो राशि व्यय होगी उसका उत्तरदायित्व भी अनुबंध के इस क्लॉज के आधार पर वाहन स्वामी व बीमा कम्पनी का ही होगा । यदि वाहन स्वामी अथवा बीमा कम्पनी द्वारा इस प्रकार व्यय की गई व अन्य देय राशि का पुनर्भरण नहीं किया गया तो यह राशि निगम द्वारा वाहन स्वामी व बीमा कम्पनी से पीड़िआर एक्ट के अन्तर्गत काबिल वसूल होगी ।

दुर्घटना के कारण निगम पर आये किसी भी आर्थिक दायित्व की वसूली प्रथम पक्ष द्वारा द्वितीय पक्ष को देय इस अनुबन्ध अथवा अन्य अनुबन्ध अथवा निगम के पास द्वितीय पक्ष की जमा राशि में से काट ली जावेगी। राशि काटने अथवा समायोजित करने बाद भी निगम को द्वितीय पक्ष द्वारा देय राशि शेष रहती हैं तो प्रथम पक्ष वसूल करने के लिए अधिकृत होगा। बीमा कम्पनी से अनुबन्ध अवधि के दौरान दुर्घटना का दायित्व वहन करने की अण्डरटेकिंग लेकर बीमा कवर प्रपत्र के साथ वाहन स्वामी के द्वारा प्रस्तुत करना होगा। अण्डरटेकिंग निर्धारित नॉन ज्यूडिशियल स्टाम्प पेपर पर प्रस्तुत करना होगा। किसी सेवा दोष कृत्य के लिए मंच द्वारा पारित पंचाट के भुगतान के लिए वाहन स्वामी जिम्मेदार होगा।

- 25.** वाहन के चालक की प्रत्येक निर्धारित बस स्टैण्ड/स्टॉपेज पर वाहन ले जाने की जिम्मेदारी होगी। इसकी अवहेलना पर अनुबन्धित चालक के वाहन स्वामी से प्रत्येक बुकिंग एवं स्टैण्ड हेतु 500—500/-रूपये की वसूली पृथक—पृथक से की जावेगी।
- 26.** वाहन के चालक, परिचालक व मालिक को निगम अथवा उनके द्वारा नियुक्त अधिकारियों के सभी आदेशों/निर्देशों का पूर्ण रूप से पालन करना होगा। समय समय पर निगम द्वारा प्रसारित आदेशों/निर्देशों की जानकारी प्राप्त करने एवं उनकी अनुपालना करने का उत्तरदायित्व निजी वाहन स्वामी का स्वयं का होगा। आदेशों/निर्देशों एवं अनुबन्ध की शर्तों की अवहेलना करने पर एवं नोटिस के बावजूद सुधार नहीं करने पर वाहन को संचालन से हटाया जा सकेगा तथा अनुबन्ध निरस्त किया जा सकेगा। साथ ही निगम द्वारा समय—समय पर तकनीकी व्यवस्था लागू करने/सुधार करने पर ऑपरेटर द्वारा लागू किया जावेगा तथा डाटा निगम को साझा किया जावेगा।
- 27.** वाहन स्वामी वाहन के अंदर या बाहर अनुबंध के दौरान किसी प्रकार का कोई विज्ञापन अपने स्तर पर नहीं लगावायेगा परन्तु निगम को यह अधिकार होगा कि वह वाहन के अंदर या बाहर विज्ञापन लगवा सके एवं उससे होने वाली आय निगम की होगी।
- 28.** वाहन के दुर्घटनाग्रस्त होने की स्थिति में 24 घण्टे के अंदर दुर्घटना की सूचना (लिखित पत्र/ E-Mail within office working hours) मय दुर्घटना प्रमाण के द्वितीय पक्ष द्वारा संबंधित आगार के मुख्य प्रबंधक को देनी होगी। साथ ही ऑपरेटर को इस प्रकार की दुर्घटना के पुख्ता प्रमाण आवश्यक रूप से देय होंगे जैसे कि एफ.आई.आर. की प्रति, बीमा क्लेम, भारी मरम्मत का बिल आदि। इसके साथ ही 15 दिवस के अन्दर—अंदर वाहन को मरम्मत पश्चात् संचालन हेतु उपलब्ध कराने की दिनांक बाबत् मुख्य प्रबंधक को लिखित में सूचित करना अनिवार्य होगा। ऑपरेटर द्वारा 15 दिवस पश्चात् वाहन संचालन हेतु उपलब्ध नहीं करवाये जाने की स्थिति में वाहन की उस माह की निर्धारित revenue sharing राशि निगम कोष में जमा करवाने के उपरांत वाहन संचालन की अनुमति दी जाएगी। यदि लगातार 30 दिवस के पश्चात भी ऑपरेटर द्वारा संचालन हेतु वाहन उपलब्ध नहीं करवायी जाती है तो निगम में जमा सुरक्षा राशि जब्त करते हुए अनुबंध समाप्त कर दिया जावेगा।
- 29.** अनुबन्ध की अवधि में द्वितीय पक्ष वाहन को बिना निगम की पूर्वानुमति के स्थानान्तरित, हस्तानान्तरित अथवा विक्रय नहीं कर सकेगा और न ही अन्य कोई ऐसी कार्यवाही करेगा जिसका प्रभाव निगम के हितों के विरुद्ध हो। इसकी पालना न करने पर अनुबन्ध स्वतः समाप्त समझा जावेगा तथा निगम को देय राशि वाहन स्वामी की ओर बकाया राशि/बैंक गारण्टी से अथवा पी.डी.आर. एक्ट के अन्तर्गत वसूल कराई जा सकेगी।
- 30.** वाहन में किसी भी प्रकार की कमी, दस्तावेजों में कोई कमी/दोष तथा चालक से संबंधित किसी कमी से निगम को होने वाली हानि के लिए निजी वाहन स्वामी जिम्मेदार होगा। इस संबंध में वाहन स्वामी को अपनी वाहन का द्वितीय चार्ज निगम के पक्ष में संपादित करना होगा तथा उस

चार्ज से वाहन तभी मुक्त किया जावेगा जबकि निगम को वाहन मालिक से किसी प्रकार का भुगतान प्राप्त नहीं करना होगा जिसके लिए वह निगम से नो-डियूज सर्टिफिकेट प्राप्त करेगा।

31. अनुबंध से संबंधित द्वितीय पक्ष का यह अधिकार होगा कि वह 06 माह की पूर्व सूचना देकर इस अनुबंध को निरस्त कर दें परन्तु इस हेतु द्वितीय पक्ष द्वारा 06 माह की निर्धारित Revenue Sharing राशि को प्रथम पक्ष को जमा करवाये जाने उपरांत ही अनुबंध निरस्त की अनुमति दी जाएगी। दोनों पक्षों की परस्पर सहमति से अनुबंध समाप्ति की दशा में वाहन स्वामी द्वारा जमा करायी गयी सुरक्षा राशि अनुबंध समाप्ति दिनांक से 06 माह पश्चात लौटायी जा सकेगी परन्तु प्रथम पक्ष को यह अधिकार होगा कि सुरक्षा राशि लौटाने से पूर्व यदि कोई भी राशि बकाया हो तो उसको समायोजित कर सकेगा।

द्वितीय पक्ष द्वारा अनुबंध प्रारम्भ दिनांक से 02 वर्ष तक अनुबंध समाप्त नहीं किया जा सकेगा। अन्यथा निगम द्वारा ऑपरेटर की निगम में जमा सुरक्षा राशि जब्त कर ली जाएगी।

अनुबंधकर्त्ता द्वारा दी जा रही सेवाओं के असंतोषजनक पाये जाने पर किसी भी समय, यहाँ तक कि लॉक-इन अवधि में भी 15 दिन का पूर्व नोटिस देकर ली गई वाहनों का अनुबंध निरस्त/समाप्त करने का अधिकार निगम के पास सुरक्षित है।

32. ऑपरेटर को निगम को वाहन वीटीएस/जीपीएस की पूर्ण नियंत्रण एवं अनुमति यथा Log In Name & Password, protocol etc. की सुविधा देनी होगी।

33. ऑपरेटर द्वारा अनुबंध अवधि के दौरान केन्द्र/राज्य सरकार की गाइडलाईन अनुसार एवं वाहन की भौतिक स्थिति खराब होने पर वाहन निगम की अनुमति से प्रतिस्थापित कर सकेगा, जिसके लिए ऑपरेटर एवं निगम के मध्य नवीन अनुबंध सम्पादित होगा तथा नवीन अनुबंध की अवधि मूल अनुबंध की शेष अवधि के लिए ही लागू होगी अर्थात् किसी भी स्थिति में कुल अनुबंध की अवधि 06 वर्ष से अधिक नहीं होगी।

34. इस अनुबन्ध को निष्पादित करवाने से संबंधित नॉन ज्यूडिस्यिल स्टाम्प पेपर फीस व अन्य सभी प्रकार के व्यय द्वितीय पक्ष द्वारा वहन किये जावेंगे।

35. यदि वाहन का मालिक अथवा वाहन चालक/परिचालक किसी भी अवांछित कार्य में लिप्त अथवा उससे संबंधित पाया गया तो अन्य कानूनी कार्यवाही के साथ साथ निगम बिना पूर्व सूचना दिये अनुबन्ध निरस्त कर सकेगा।

36. वाहन पर लिए गये कर्ज/ऋण एवं अन्य समस्त देनदारियों एवं अन्य किसी भी प्रकार की जिम्मेदारी के लिए वाहन स्वामी स्वयं ही जिम्मेदार होगा। निगम की इसमें किसी भी प्रकार की जिम्मेदारी नहीं होगी।

37. वाहन संचालन हेतु सेवा का नाम (Brand Name) “आपणी बस—राजस्थान रोड़वेज” होगा। वाहनों हेतु रंग संयोजन (Colour Theme) राज्य सरकार द्वारा निर्धारित रंग संयोजन (Colour Theme) के अनुसार रखना होगा। वाहन के फॉन्ट ग्लास पर “आपणी बस” लिखवाना होगा। वाहन के फॉन्ट ग्लास के नीचे मध्य में “राजस्थान रोड़वेज” लिखवाना होगा। वाहन के चारों तरफ निगम की वर्तमान संचालित बसों के अनुसार रोड़वेज का लोगो लगवाना होगा। वाहन के दोनों साईड पैनल पर “आपणी बस—राजस्थान रोड़वेज” लिखवाना होगा। इसके नीचे मार्ग का नाम एवं अन्त में “(ग्रामीण—सेवा)” लिखवाना होगा। वाहन के पीछे मध्य में “आपणी बस राजस्थान रोड़वेज (ग्रामीण सेवा)” लिखवाना होगा। इसके अतिरिक्त अन्य शब्द जो निगम के नियमानुसार वाहन के किसी भी भाग पर लिखवाना आवश्यक समझा जावे, लिखवाने होंगे। इस पर होने वाला व्यय द्वितीय पक्ष को ही वहन करना होगा। द्वितीय पक्ष को निगम द्वारा निर्धारित डेस्टीनेशन बोर्ड आवन्टित सेवा के मार्ग के लिए अपने व्यय से बनवाना होगा। अनुबन्ध समाप्त होने पर वाहन का रंग संयोजन (Colour

Theme) एवं उक्त लिखावट अन्तिम भुगतान से पूर्व परिवर्तित कराने (हटाने) का दायित्व वाहन स्वामी का होगा। यदि वाहन स्वामी द्वारा संतोषप्रद रूप से इसे नहीं परिवर्तित किया गया तो द्वितीय पक्ष की लागत पर निगम द्वारा करा दिया जावेगा ।

38. निगम द्वारा जारी किये जाने वाले सभी प्रकार के नोटिस दस्तावेज तथा अन्य की जाने वाली कार्यवाही प्रबन्ध निदेशक, राजस्थान राज्य पथ परिवहन निगम अथवा निगम के अन्य अधिकृत अधिकारी द्वारा की जावेगी ।

39. राज्य सरकार के परिवहन विभाग/मोटर गैरेज द्वारा निरीक्षण कराकर प्रमाण पत्र प्राप्त करने के बावजूद भी प्रबन्ध निदेशक द्वारा अधिकृत किसी भी अधिकारी/ कर्मचारी द्वारा द्वितीय पक्ष के वाहन का निरीक्षण कराने का सर्वाधिकार निगम का सुरक्षित है ।

40. निगम द्वारा वाहन की यांन्त्रिक, बॉडी एवं सीटों की स्थिति खराब होने शिकायत पर यदि द्वितीय पक्ष उसमें सुधार नहीं करवाता है तो निगम बिना किसी नोटिस के अनुबन्ध समाप्त कर वाहन हटा सकेगा एवं इससे हुये नुकसान की भरपाई वाहन स्वामी प्रतिभू राशि से निगम द्वारा कर ली जावेगी ।

निगम निरीक्षण दल द्वारा वाहन में कमियाँ पाये जाने पर द्वितीय पक्ष के देयक से नोटिस देकर निम्नानुसार वसूली होगी:-

क्र. सं.	पेनल्टी का विवरण	नोटिस की अवधि	पेनल्टी की राशि (नोटिस जारी करने के बाद)
1	खिड़की का शीशा टूटा/केक होने पर	7 दिवस	100/- रु. प्रतिदिन प्रति ग्लास
2	Front glass/rear glass केक होने पर	15 दिवस	500/- रुपये प्रतिदिन
3	सीटें फटी होने पर	7 दिवस	50/- रुपये प्रति सीट
4	वाहन अन्दर/बाहर से गन्दी होने पर	7 दिवस	50/- रुपये प्रतिदिन
5	वाहन चालक का पुलिस वेरिफिकेशन न होने पर	15 दिवस	100/- रुपये प्रतिदिन
6	वाहन चालक के वर्दी में नहीं पाये जाने पर	7 दिवस	50/- रुपये
7	वाहन के आगे-पीछे, बाँये-दाँये दोनों ओर निगम द्वारा निर्धारित लिखावट नहीं पाये जाने अथवा अस्पष्ट होने पर	7 दिवस	100/- रुपये
8	वाहन में स्टेपनी/टूल न होने पर	7 दिवस	100/- रुपये प्रतिदिन
9	ब्लीकल ट्रेकिंग सिस्टम के खराब होने पर	24 घंटे	100/- रुपये प्रतिदिन
10	वाहन के पर्दे इत्यादि गच्छे होने पर	7 दिवस	50/- रुपये प्रतिदिन

41. द्वितीय पक्ष बिना प्रथम पक्ष की पूर्व लिखित अनुमति के अपनी वाहन में सीटें बढ़ाने, कम करने आदि का कोई परिवर्तन नहीं करेगा ।

42. द्वितीय पक्ष पर जारी किये जाने वाले नोटिसों की तामील पूर्ण समझी जायेगी। यदि ऐसे नोटिस वाहन के चालक/परिचालक अथवा मालिक को दिया जावे अथवा रजिस्ट्री/अन्य माध्यम के जरिये द्वितीय पक्ष अथवा उसके द्वारा अधिकृत व्यक्ति के पते पर जो निगम कार्यालय में उपलब्ध हो, भेजे जावे, द्वितीय पक्ष या उनके अधिकृत व्यक्ति द्वारा व्यक्तिगत रूप से कोई पत्र लेने से इन्कार करने की स्थिति में वाहन संचालन से हटाने के लिए निगम अधिकृत होगा ।

43. आवेदनकर्ता वाहन का स्वयं मालिक होना चाहिए ।

44. द्वितीय पक्ष द्वारा दिये गये नोटिसों की तामील निगम पर तब ही पूर्ण समझी जावेगी जबकि ऐसे नोटिस की रसीद निगम के संबंधित अधिकृत अधिकारी के द्वारा जारी कर दी जाती है अथवा प्रबन्ध निदेशक, राजस्थान राज्य पथ परिवहन निगम को रजिस्ट्री के जरिये नोटिस भेज दिया जाता है लेकिन न्यायिक प्रकरण में नोटिस ई-मेल से तभी मान्य होगा जब इसमें पूर्ण विवरण सहित आशय स्पष्ट हो व निगम द्वारा अधिकृत व्यक्ति ने प्राप्त किया हो ।

45. वाहन स्वामी को अनुबंध के समय निविदा शर्तों के अनुसार 2% सुरक्षा राशि 78 माह के लिये डिमांड ड्राफ्ट/वैध बैंक गारन्टी/एफडीआर के रूप में निगम को देनी होगी जिस पर किसी प्रकार का व्याज एवं खर्च इत्यादि निगम द्वारा देय नहीं होगा। वाहन स्वामी/फर्म द्वारा राजस्थान राज्य में स्वयं द्वारा संचालित बैंक ब्रान्च के खाते से ही जारी बैंक गारण्टी/FDR एवं अन्य वित्तीय दस्तावेज मान्य होंगे। सफल निविदादाता की Earnest Money, सुरक्षा राशि में समायोजित की जा सकेगी। 2% सुरक्षा राशि की गणना निम्न राशि पर की जावेगी:—

आदेशानुसार अनुबंध पर ली जाने वाली वाहनों की संख्या x आवंटित मार्ग किमी. x 365 दिवस x अनुबन्ध की अवधि x प्रति किमी. निर्धारित दर = 2% सुरक्षा राशि की गणना हेतु कुल राशि

46. इस अनुबंध के अन्तर्गत “फोर्स मेजर क्लॉज” वित्तीय बिड की शर्तों के अनुरूप दोनों पक्षों को मान्य होगा।

47. वाहन के आगे व पीछे तथा बाहर दोनों साईड में निगम द्वारा अनुमोदित स्पेशल डिजाइन (ग्राफिक्स) का अंकन/निगम द्वारा निर्धारित कलर स्कीम इत्यादि निगम स्पेसिफिकेशन के अनुसार द्वितीय पक्ष द्वारा वाहन को स्वयं के खर्चे पर निर्मित करवानी होगी।

48. प्रथम पक्ष को यह अधिकार होगा कि उसके द्वारा अधिकृत निरीक्षण दल/आगारीय निरीक्षण दल/संभाग स्तरीय निरीक्षण दल/मुख्यालय स्तरीय निरीक्षण दल वाहनों का औचक निरीक्षण कर सकेगा।

49. वाहन में 06 माह की अवधि के दौरान निम्न घटनायें/गतिविधियाँ होने पर निगम प्रबंध निदेशक उस वाहन स्वामी की वाहन का अनुबन्ध समाप्त करने के लिये स्वतंत्र रहेगा—

- 1) तीन बार अथवा अधिक लापरवाही से वाहन संचालन की रिपोर्ट पुलिस थाना/परिवहन विभाग में दर्ज होने अथवा निगम निरीक्षण के दौरान पाये जाने पर।
- 2) तीन बार अथवा अधिक प्राणघातक दुर्घटना।
- 3) वाहन संचालन के दौरान चालक द्वारा तीन बार अथवा अधिक शराब सेवन किया जाना पाये जाने पर।
- 4) चालक/वाहन स्वामी द्वारा वाहन में अवैद्य सामान (यथा पार्सल, लगेज आदि)/तस्करी/मादक पदार्थ/ज्वलनशील पदार्थ का परिवहन करने पर।
- 5) वाहन की भौतिक/यांत्रिक स्थिति खराब होने पर।
- 6) एक माह में 03 अथवा अधिक बार वाहन के ब्रेक-डाउन (टायर पंचर के अतिरिक्त) होने पर।

50. यदि अनुबन्ध के क्रियान्वयन के संबंध में दोनों पक्षों के बीच में किसी प्रकार के विवाद के निपटारे के लिए निम्नानुसार प्रावधान रहेगा:—

DISPUTE RESOLUTION:

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

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

51. निविदा में वर्णित सभी शर्तें भी अनुबन्ध का भाग होंगी।

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

53. समय—समय पर वाहन/सेवाओं पर राज्य सरकार/केन्द्र सरकार द्वारा लगाये जाने वाले टैक्स, सेस, अधिभार, शास्ति के भुगतान का दायित्व वाहन स्वामी का होगा।

54. उपरोक्त अनुबन्ध तथा निविदा प्रपत्र में अंकित समस्त प्रावधानों व शर्तों (जो कि इस अनुबन्ध का भाग होगी) की स्वीकृति मानते हुए दोनों पक्ष आज दिनांक ----- को हस्ताक्षर अंकित करते हैं। यह अनुबन्ध स्वेच्छा से बिना किसी दबाव एवं पूर्ण होश-हवास से निष्पादित किया है।

हस्ताक्षर

मुख्य प्रबंधक

गवाह :

1. 2

हस्ताक्षर

वाहन स्वामी

गवाह:

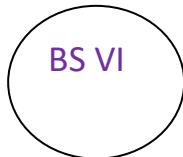
1. 2

V. SPECIFICATIONS OF THE 17 + Driver & Above Seater Deluxe VEHICLES
BROAD SPECIFICATIONS

1	Dimensions of Vehicle:	
	Type	Deluxe Vehicle on suitable fuel i.e. petrol/diesel/CNG/electric. Vehicle must be registered after 01-10-2021 & In case of Petrol/Diesel/CNG fuel vehicle must comply BS VI emission norms, as per CMVR.
2	VTS & Panic Button	The vehicle should be compatible to provide/ incorporate provisions as mentioned in AIS:140 as panic button, VTS (vehicle tracking system) etc. However VTS, Panic Button shall be provided by RSRTC at the cost of Operator.
3	Seating Capacity	Min. 17+D, All 2X2 Push Back with High Back Seat as per Bus Body Code & CMVR
4	Design & Graphics	As finalized by RSRTC
5	CCTV Specification	RSRTC may ask for CCTV, if required.

NOTE: - Incorporating the above broad specifications, vehicle should strictly be supplied in line with emission norms incorporating any CHANGE OF LAW if occurs and the CMVR regulations & prevailing vehicle codes at the time of supply of vehicle.

BROAD SPECIFICATIONS OF PASSENGER VEHICLE BODIES

LETTER WRITING AND LOGO & STICKERS		
I	<p>** आपणी बस—राजस्थान रोडवेज (ग्रामीण सेवा) नीचे की ओर संचालित मार्ग का नाम** has to be written in HINDI on both side stretch panels: –</p> <ol style="list-style-type: none"> On conductor side, below the main window On driver side, below the main windows. 	Tata Blue Fluorescent stickers
ii	"RSRTC" logo on both side panels, FES & RES has to be provided as per specifications.	Tata Blue Fluorescent stickers
iii	 <p>BS VI in 8" dia circle has to be written, as case may be, on FES LH side</p>	Dark Green Fluorescent sticker
iv	<p>Name of the depot to be written on :-</p> <ul style="list-style-type: none"> ☞ On top of front wind screen ☞ On outer top rear dome of suitable size. 	<ul style="list-style-type: none"> - Red Fluorescent sticker with yellow back ground putta 250 mm width. -Tata Blue Fluorescent stickers instead of Violet purple stickers.
V	"RSRTC" to be written on FES just below joint of front wind screen glasses of letter size 75 mm height	Red Fluorescent stickers
vii	<p><u>Slogans</u></p> <p>1. फर्स्ट एड बॉक्स, सुझाव पुस्तिका चालक केबिन में उपलब्ध है। –शिकायत एवं सुझाव के लिये टॉल फ़ी न. 18002000103</p>	

<ul style="list-style-type: none"> – दूरभाष नियन्त्रण कक्ष मुख्यालय, जयपुर . फोन. 9549456745 – मुख्य प्रबन्धक न. 9549653316. – प्रबन्धक(संचालन) न 9549653318 – प्रबन्धक(यातायात) न 9549653317 <p>2. ध्रुम्रपान वर्जित है।(स्टीकर लाल रंग में)</p> <p>3. संकट द्वार (लाल रंग में 40एमएम साईज)</p> <p>4. “यात्री किसी अनजान व्यक्ति से कोई वस्तु न लें”</p> <p>5. “यात्री कोई संदिग्ध /लावारिस वस्तु को न छुये व उसकी सूचना तुरन्त चालक अथवा परिचालक को दें”</p> <p>6. यात्री यात्रा करने से पूर्व बुकिंग या परिचालक से उपयुक्त टिकट प्राप्त कर यात्रा करें।</p> <p>7. निगम की बसें राष्ट्रीय धरोहर हैं। इनकी सुरक्षा करना हमारा कर्तव्य है।</p> <p>8. “बस रुकने पर सावधानी से, आगे मुँह करके उतरें”।</p> <p>9. <u>ध्यान दें:-</u> दुर्घटना रहित बस संचालन एवं डीजल बचत पर</p> <p>12. Name of the depot to be written on :-</p> <p>☞ On top of front wind screen both the glasses of letter size 140 mm height</p> <p>☞ On outer top rear dome of letter size 125 mm height.</p> <p>13. “आपकी यात्रा मंगलमय हो”</p> <p>14. विधायक सीट</p> <p>15. महिला सीट</p> <p>16. दिव्यांग सीट</p>	
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Note: -

1. Vehicle body fabrication shall be as per with latest / prevailing bus body code and CMVR. If there is any discrepancy between the specifications given and bus body code, the bus body code shall prevail.
2. Seat Nos for Specially abled person, Ladies seat with pink colour, MP/MLA , senior citizens etc shall be confirmed by traffic section of RSRTC.

Chief Manager, BANSWARA