



**Request for Proposal for Supply,
Maintenance & Operation of Sitting/ Semi Sleeper / Sleeper Single
Axle AC Super Luxury bus service/HVAC**



**J&K Road Transport Corporation
Rail Head Complex, Vaishnavi Dham
Jammu
Phone: (O) 0191-2473245 Fax-0191-2476290
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ISSUING FORM

This Request for Proposal for Supply, Maintenance & Operation of Sitting/ Sleeper Single Axle AC Luxury/ HVAC bus service on following routes on Royalty basis (per KM).

S. No	Route Name	Type of Buses (Seating / Sleeper)	No of Services	No. of buses involved
1	Katra–Delhi–Katra via Jammu Pathankot – Jalandhar	Sleeper	02	04
2	Jammu – Chandigarh –Jammu via Hoshiarpur	Seating	01	01
3	Jammu – Dehradun via Chandigarh	Seating	01	02
4	Jammu – Haridwar via Jalandhar	Seating	01	02
5	Jammu – Amritsar – Jammu	Seating	02	02
6	Jammu – Ajmer via Delhi and Jaipur	Sleeper	01	03
7	Jammu – Shimla – via Chandigarh	Seating	01	02
8	Jammu-Patiala	Seating	01	02
9	Jammu-Shri Ganganagar via Jalandhar	Seating	01	02
10	Jammu – Manali - Jammu via Kangra & Palampur	Seating	01	02
11	Jammu – Dharamshala – via Pathankot	Seating	01	01
12	Jammu – Agra – via Delhi Yamunna Express High Way	Sleeper	01	03
13	Jammu – Lucknow – Jammu via Delhi, Kanpur	Sleeper	01	03
Total			15	29

is available for download at www.jksrtc.co.in and can be submitted along with a Demand Draft of Rs. 5000/- in favour of FA/CAO, JKRTC payable at Jammu

General Manager (Ops)
J&K ROADWAYS TRANSPORT CORPORATION

No: - JKRTC/GMO/J/1797

Dated: - 17/02/2020

1. **Preamble**

Jammu & Kashmir Road Transport Corporation has been incorporated as Government Transport Undertaking in 5th January 1948 and further converted to corporation in the year 1976 and is engaged in transportation of passengers intra-state, interstate and movement of goods within the state.

2. **Procedure & Management**

The management of the corporation is entrusted with the Board of Directors. There are eleven members on Board of Directors with Managing Director who is entitled to exercise all powers for effective management of the transport system owned by JKRTC. The Corporation is issuing the tenders to the interested bus operators, to operate buses on the below routes:

S. No	Route Name	Type of Buses (Seating / Sleeper)	No of Services	No. of buses involved
1	Katra–Delhi–Katra via Jammu Pathankot – Jalandhar	Sleeper	02	04
2	Jammu – Chandigarh –Jammu via Hoshiarpur	Seating	01	01
3	Jammu – Dehradun via Chandigarh	Seating	01	02
4	Jammu – Haridwar via Jalandhar	Seating	01	02
5	Jammu – Amritsar – Jammu	Seating	02	02
6	Jammu – Ajmer via Delhi and Jaipur	Sleeper	01	03
7	Jammu – Shimla – via Chandigarh	Seating	01	02
8	Jammu-Patiala	Seating	01	02
9	Jammu-Shri Ganganagar via Jalandhar	Seating	01	02
10	Jammu – Manali - Jammu via Kangra & Palampur	Seating	01	02
11	Jammu – Dharamshala – via Pathankot	Seating	01	01
12	Jammu – Agra – via Delhi Yamunna Express High Way	Sleeper	01	03
13	Jammu – Lucknow – Jammu via Delhi, Kanpur	Sleeper	01	03

The interested bidders has to quote the offer in the form of Royalty to be paid to the JKRTC on per KM per bus to increase the buses on the specified route and the selection shall be based on the H1 Royalty quoted route wise. The Corporation has identified routes and has mandate to operate the above mentioned routes. The other infrastructural facilities like Parking at Night for Buses, etc. will be supported by JKRTC in Jammu and its other booking offices in neighboring states.

The bus operator has to mandatorily quote for all the above mentioned routes. The bid of operators quoting for selective routes shall not be qualified and rejected for non-qualifying the technical criteria.

The bus operators will have to follow rules and regulations of the Corporation. The bus operators will employ the driver, conductors and other staff and such staff will be in proper uniform as decided by the JKRTC

All the operation and maintenance cost, fuel costs, daily running costs, registration, road tax Insurance, toll and other cost required for operating the services will be borne by the bus operators.

The bus operators should have the liberty to issue ticket through Ticket Vending System through internet as finalized by the JKRTC and operator mutually. Ticket vending machine and internet system shall be purchased by the operator.

The JKRTC officials will overall supervise the day-to-day working and will see to that the bus operators follow the rules and procedures decided by the Corporation.

“Vehicle Tracking System” Is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times. The cost of the GPS equipment will be borne by the operator.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and JKRTC, will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

4. Content of Bidding Document

The requirements, bidding procedures and terms are explained in the RFP Document.

5. Cost of RFP Document

The RFP Document would cost Rs. 5000/- (Rupees Five Thousand Only) (non-refundable) to be submitted in form of DD in favour of FA/CAO, JKRTC payable at Jammu alongwith the bid.

6. Preparation of Bids

6.1 Language of Bid-The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and JKRTC shall be written in English only.

6.2 Bid Currency-All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

6.3 Format of Earnest Money Deposit (“EMD”) or Bid Security- Bid submitted in response to the RFP document shall be accompanied by an interest free Bid Security of Rs. 1, 00,000/- (Rupees One lakh only) per route per bus and it will be deposited via DD/FDR in favour of FA/CAO, JKRTC payable at Jammu. For unsuccessful bidder same will be refunded once LOI is issued to successful bidders. For Successful bidder EMD will be converted into security deposit and shall remain with JKRTC till 6 months from the date of expiry of agreement.

6.4 The Bid submission date and time

a. The pre-bid meeting shall be held in the office chamber of MD-RTC on 27.02.2020 and the last date of submission of any queries shall be 27.02.2020 till 5:00 PM.

b. The Bidder shall submit Technical Bid & Financial Bid in a sealed envelope and same should reach JKRTC office by or before 11.03.2020 till 1600 hrs.

6.5 Sealing and Marking of Bids- Technical bid as well as financial bid be submitted in the form of Hard copy along with the mandatory documents & Tender document sealed & signed.

6.6 Validity Period- Bids shall remain valid for a period of 60 days (Sixty days) after the date of Financial Bid opening prescribed by JKRTC. JKRTC reserves the right to reject a Bid as non-responsive if such, Bid is valid for a period of less than 60 (Sixty) days and JKRTC shall not be liable to send an intimation of any such rejection to such Bidder.

6.7 Extension of Period of Validity-In exceptional circumstances, JKRTC may solicit the Bidder’s consent for an extension of the period of Bid validity. Any such request by the JKRTC and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse JKRTC’s request for such extension without forfeiting the Bid Security. A Bidder accepting the request of JKRTC shall not be permitted to modify its Bid.

6.8 Amendment of Bidding Documents- At any time before the Deadline for Submission of Bids, JKRTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through issue of addendum(s) to the

RFP which shall set forth the said amendments/modifications thereto (hereinafter referred to as the "Addendum(s)"). All prospective Bidders who have purchased the RFP document shall be informed of such Addendum(s) in writing by e-mail and / or registered post, and the contents, terms and conditions of all such Addendums(s) shall be binding on Bidders. If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, JKRTC, reserves the right to extend the deadline for the submission of Bids. However, no request from the prospective Bidder(s), shall be binding on JKRTC for the same.

6.9 NIT Details:

Date of uploading of tender documents : 17/02/2020.
Pre-Bid Date : 27/02/2020 at 1400 Hrs.
Last Date of Submission of Queries : 27/02/2020 upto 1700 Hrs.
Last Date of Submission of Bid : 11/03/2020 upto 1400 Hrs.
Date of opening of technical bid : 11/03/2020 at 1500 Hrs.
Date of opening of financial bid : After Evaluation of technical bid.

6.10 Financial Bid- The Financial Bids should be in the form and manner set forth in **Annexure-VI** to this RFP.

6.11 Late Bids- Any Bid received after the deadline for Submission of Bids prescribed by JKRTC will be summarily rejected and returned unopened to the Bidder. JKRTC shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by JKRTC.

6.12 Modification and Withdrawal of Bids- Bidder will not be allowed to modify any part of its Bid or withdraw the bid in its entirety after the Bid submission.

6.13 Bid Process – Steps & Evaluation

I. Opening of Technical & Financial Bids- Technical bids shall be opened on the specified dates in presence of bidders & the financial bid shall be opened only of the technically qualified bidders.

II. Announcement of Bids-The Bidder's names, the presence or absence of requisite Bid Security and such other details as JKRTC in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid. Bids, in the absence of EMD will be considered as non-responsive and solely rejected.

III. Opening of Financial Bids

(a) After the evaluation of Technical Bid has been completed, JKRTC shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of JKRTC in this regard will be final. Financial Bids of those Bidders who do not qualify on the basis of evaluation of their Technical Bids shall not be opened and shall be returned to such bidders as per the procedure set forth in this RFP.

(b) Financial Bids shall be opened in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders who have been found to qualify on the basis of their Technical Bids. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

(c) JKRTC reserves all the rights related to the opening, evaluation and cancellation of Bids without assigning any reasons thereof.

(d) JKRTC can accept or reject the financial bids without assigning any reason and decision of the JKRTC will be final in this regard.

- 6.14 Criteria for Evaluation of Technical Bids**-The Technical Bids shall be evaluated in accordance with the information submitted by the bidder in response to sub-clause 7 this section.
- 6.15 Discharge of Bid Security of successful Bidder**-The Bid security / Earnest Money Deposit of successful bidder shall be returned after the final selection of the agency as per clause 6.3 & forfeited if the agency not performs as per the terms & conditions of the agreement after tender submission.
- 6.16 Contacting JKRTC** -Unless specifically requested by JKRTC for a clarification, no Bidder shall contact JKRTC on any matter relating to its Bid, from the time of Qualification Bid opening to the time the Bus Operator Agreement is executed with the Successful Bidder.
- 6.17 JKRTC's right to accept or reject any and/or all Bids**-JKRTC reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.
- 6.18 Award of Contract**-JKRTC may award the contract to Highest bidder (H-1) whose offer is determined to be the highest acceptable on the specified routes for award of contract. The contract could be awarded to the different operators based on the premium quoted on each route.
- 6.19 Advertisement / Cargo revenue and sharing:-**
1. External & Internal advertisement (TV/LCD) has been permitted. The revenue will be shared 80:20 between the operator and JKRTC shall receive 20% of advertisement revenue.
 2. Cargo / parcels inside boot space has been permitted. The revenue will be shared 90:10 between the operator and JKRTC shall receive 10% of cargo revenue. JKRTC will provide necessary space to keep the cargo / parcels.
- 6.20 Annulment of Award**-Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security & performance guarantee.

Part of Agreement following Document

- (a) The Letter of Acceptance;
- (b) Pre bids Minutes of Meeting, if any
- (c) RFP document

7. Eligibility Criteria- A bidder shall be required to fulfill the following eligibility criteria

A. Technical Stage- Minimum Five year experience in transport services with minimum of having two No's High-end Super Luxury buses or HVAC buses plying on inter-state routes. This must be supported by authentic Documents like permit & registration certificates. Copies of these documents must be enclosed/ provided with the technical bid. Preference will be given to those bidders who are already operating such buses with any of the STU's across the country

B. Financial Capability:-

Positive Net Worth	Average Turnover
(Rs. In Crore)	(Rs. In Crore)
1.00	5.00

- A & B criteria to be fulfilled to be qualified technically.

Note A: The Bidder fulfilling any one of the above mentioned criteria (i.e. Turnover or Net Worth) shall be considered as Financially Capable.

Note B: Last three financial years shall be reckoned as F.Y. 2016- 17, 2017- 18 and 2018-2019

Note C: The CA certificate needs to be submitted for the Average Turnover & for Networth declaration.

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in **Annexure- I to V & VII, VIII** of the RFP Document along with all documents required to be submitted as per the said Annexure including but without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by JKRTC in its sole discretion.

8. Period of contract

The contract will be awarded for the period of Five (03) Years which can be renewed up to two or more years depending upon the condition of the vehicle and performance of the operator.

9. Number of buses, routes and booking

The corporation will allow to the selected bus operators to operate with minimum two or three buses of given specification on route daily between the specified timings and as per the trip schedule. However, the booking for the scheduled trip shall be booked at JKRTC counter and a window booking challan (in duplicate) shall be issued by the Corporation for record and billing. Besides, the operator shall provide facility for online booking of services, such online booking facility may be facilitate with the help of JKRTC. Any changes in number of buses will be subjected to the prior permission of the Corporation.

Corporation can increase the number of buses on any route as required and desired. However, in case of increase in number of buses on any routes, the operator already having the buses on that route will be given preference at the discretion of JKRTC.

Tenders are invited for the following routes:-

S. No	Route Name	Type of Buses (Seating / Sleeper)	No of Services	No. of buses involved
1	Katra–Delhi–Katra via Jammu Pathankot – Jalandhar	Sleeper	02	04
2	Jammu – Chandigarh –Jammu via Hoshiarpur	Seating	01	01
3	Jammu – Dehradun via Chandigarh	Seating	01	02
4	Jammu – Haridwar via Jalandhar	Seating	01	02
5	Jammu – Amritsar – Jammu	Seating	02	02
6	Jammu – Ajmer via Delhi and Jaipur	Sleeper	01	03
7	Jammu – Shimla – via Chandigarh	Seating	01	02
8	Jammu-Patiala	Seating	01	02
9	Jammu-Shri Ganganagar via Jalandhar	Seating	01	02
10	Jammu – Manali - Jammu via Kangra & Palampur	Seating	01	02
11	Jammu – Dharamshala – via Pathankot	Seating	01	01
12	Jammu – Agra – via Delhi Yamuna Express High Way	Sleeper	01	03
13	Jammu – Lucknow – Jammu via Delhi, Kanpur	Sleeper	01	03

As per above defined route can be extended with the prior permission of the JKRTC.

10. Type of buses (sleeper/ Sitting)

- Seater, Sleeper or Semi Sleeper Single Axle Inter-city Super Luxury AC Buses as per the specified specifications mentioned in the annexure – VII. The buses inducted should be year 2019 onwards manufactured & newly registered. (Evidence of the same to be submitted to JKRTC).
- Emission Norms: Bharat Stage IV (**BSIV**)

11. Fare

Fare structure will be as per the notification by State Govt. / Transport Department. Fare structure such as static, Dynamic etc. can be mutually decided.

12. Operating Permit

The required permit will be granted by competent authority – J&K Transport Department to the entity qualified to provide the public transportation service in specified area of operation, services and time schedules or dispatch frequencies in accordance with the terms and conditions of the contract. Bidder may have to transfer the ownership of such buses in the name of Managing Director, JKRTC for the duration of finalized agreement if required. A suitable tripartite agreement will be conducted between Operator, Financing institution and JKRTC to facilitate the transfer of ownership on basis of No financial liability on JKRTC.

13. Offer Bid

- a. Monthly amount per bus quoted for a route by the operator to operate and manage the bus operations in the prescribed form of Price Bid Offer given in the tender/ offer document shall be firm and shall not be subjected to any exchange variations, labor conditions, and fluctuations in freight, taxes, and any conditions whatsoever. Amount quoted by the operator shall exclude expenditure for providing all the required staff, daily consumables, fuel, issuing tickets, maintenance of bus to keep it in excellent condition, to fulfill all the mandatory and statutory requirements, etc. The monthly Royalty so accepted shall be payable on or before 5th of each month failing which an interest @ 12% shall be leviable on amount of arrears.
- b. **GST if applicable, shall be applicable as per the Govt. norms.** The premium paid by the bidder to JKRTC shall be enhanced by 5% (Five Percent) after completion of every year on compounding basis.

14. Validity of Offer

Tender/ offer shall remain open to acceptance for a period of 60 days from the date of opening of price bid.

15. Forfeiture the Performance Guarantee/ Bid Security

The Bid Security of a Bidder shall be forfeited in the following events:

- a. If a Bidder withdraws or amends the bid proposal during the period of Bid validity or,
- b. In the case of a Successful Bidder, if the Bidder fails to sign the Bus operator Agreement.
- c. In the case of any other situation as may be specified in the RFP document.
- d. In case of breach of Agreement by the operator.

16. Contract under the Provisions

The bus operator shall at all times indemnify the Corporation against all claims, damages or compensation under this contract under the provisions of,

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen's Compensation Act, 1923;
- v. Industrial Dispute Act, 1947;
- vi. Indian Factories Act, 1948; and
- vii. Maternity Benefit Act, 1961
- viii. Any other relevant Act.

Or any modifications thereof and rules made there under time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the bus operator be paid to compromise or compound any such claim without limiting his/her obligations and liabilities.

17. Exit

a. Annulment of Award

Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

b. Failure to abide by the Bus Operator Agreement

The conditions stipulated in the Bus Operator Agreement shall be strictly adhered to by the Bus Operator and any violation thereof by the Bus Operator may result in termination of the Bus Operator Agreement without prejudice to any rights available to JKRTC upon such termination as set forth in the Bus Operator Agreement.

18. Dispute Resolution

18.1 Amicable Resolution

- (a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties, in accordance with the procedure set forth in sub-article (b) below.
- (b) Either Party may require the Dispute to be referred to the Managing Director (MD), JKRTC for amicable settlement. Upon such reference, both the Parties and the MD or his nominee (who may or may not be an employee of JKRTC shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration.
- (c) Unsettled dispute, if any, shall be subject to jurisdiction of Jammu court.

19. Tax Regime of the Contract

The tax matters of this contract will be governed in accordance with the following:

- a. The execution of this contract will be in accordance with the provisions of applicable tax regulations of the UT of Jammu & Kashmir.
- b. All existing taxes, duties and contributions imposed at the National level, State level or by any territorial entity or any other authority, and which accrue as a result of the execution, signature, performance, compliance or liquidation of this contract will be assumed by the bus operator, besides the Passenger Tax shall be calculated by the JKRTC and has to be paid in advance by the 5th of every month to the Corporation by the operator as the same has to be deposited in advance to the concerned authorities.
- c. The existing taxes, duties or contributions imposed on the title of the assets delivered under administration if any, will be assumed by the bus operator as of the date of the Delivery Certificate of the assets, if any, whether provisional or final.

20. Performance Guarantee:

The successful operator shall be required to provide an Interest free performance guarantee as per the document against the obligations to JKRTC. The JKRTC may, but shall not be obliged, to adjust this deposit bus against any sum payable by the Bus Operator hereunder, in which event the operator shall immediately restore the performance deposit to the full amount specified above. Upon successful completion of their agreement, the JKRTC shall return to the Bus Operator the amount of above deposit, less the amount, if any, which has been adjusted against any due receivable by the Company from or on behalf of the Operator. The performance guarantee shall not bear any interest.

- a. Within 15 (fifteen) days of receipt of Letter of Acceptance by Operator, Service Provider shall furnish a performance guarantee to JKRTC for an amount Rs. 1,00,000/-per service in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque.(**For each Service**). The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Operator on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annexure VIII of this RFP. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft /Bankers' Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Operator on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annexure VIII of this RFP.
- b. Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Operation Period and an additional period of 60 (Sixty) days thereafter.

21. Surrender of Route by the Operator

In case an Operator chooses to terminate the Agreement before completion of the term then if he is awarded a route then he will surrender the complete route with all the buses.

Also, the Security Deposit given by the Operator shall be forfeited.

22. Termination for Default

- a. Without prejudice to any other rights available to JKRTC for breach of contract or otherwise JKRTC may in its sole discretion terminate the Bus Operator Agreement in whole or in part if:
 - i. Bus Operator fails to perform any of Bus Operator 's obligations set forth in the Bus Operator Agreement; and / or
 - ii. Bus Operator fails to adhere to the timelines set forth in the Bus Operator Agreement for performance of Bus Operator 's obligations there under; and / or
 - iii. Bus Operator fails to comply with the applicable laws, rules, regulations,
 - iv. In case of any contraband (explosive items, narcotics, banned inflammable items etc.) is found being carried in the bus at the instance/with knowledge of the driver/conductor, the agreement will be liable to be terminated and the amount of the security shall be forfeited and the JKRTC reserves the right to claim damages for the same from the bidder for the adverse consequences occurred on the Corporation for such act.

NB: JKRTC shall however issue a 30 days show cause notice before actually terminating the contract and will allow the Bus Operator to respond to such show cause notice.

- b. In any of the above mentioned conditions, JKRTC shall have the right to
 - Invoke the Performance Guarantee and / or take any other action including provisioning of buses through another bus operator agreement with any replacement Bus Operator selected by JKRTC in its sole discretion.
- c. If Bus Operator, having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level Acceptance metrics section, JKRTC may proceed to take such remedial action as may be necessary, at Bus Operator's risk and expense and without prejudice to any other rights which JKRTC may have against the Bus Operator under the Bus Operator Agreement.

23. Termination for Insolvency, Dissolution etc.

JKRTC may at any time terminate the Agreement by giving 30 days prior written notice to Bus Operator without any compensation to Bus Operator, if Bus Operator becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of JKRTC. In the case of such an event, provisions of this section shall be applicable.

This agreement shall be executed on the understanding that there will be no change in the legal and beneficial ownership of the Operator. If the Operator is a partnership firm or corporate body and there is any change in the composition of partners/directors or their profit sharing ratio/ shareholding pattern, the Operator shall be required to intimate about such change from the JKRTC. In case of failure to intimate before time, the same shall be treated as default by Operator and the consequences for non-fulfillment of obligations shall follow.

THE JKRTC RESERVES THE RIGHT TO REJECT ANY/ ALL OFFERS WITHOUT ASSIGNING ANY REASON.

ACCEPTANCE OF THE HIGHEST BID/ OFFER IS NOT BINDING ON THE ICTSL.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of _____ was hereunto affixed in the presence Of Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer

Binding Signature of the Bus Operator

ANNEXURE-I

GENERAL INFORMATION

All Individual firms applying for Expression of Interest are requested to complete the information in this form. Information to be provided for all owners or application who are partnership or individually owned firms.

1.	Name of firm:
2.	Head office address:
3.	Telephone / Contact:
4.	Fax/Telex
5.	Place of incorporation / Registration / Registration
6.	Year of incorporation:

ANNEXURE-II

STRUCTURE AND ORGANIZATION

1. The applicant is _____

- (a) an individual
- (b) a proprietor firm
- (c) a firm partnership
- (d) a Limited Company
or Corporation.

2. Attach the organization Chart
Showing the structure of the
Organization, including the
Names of the Directors and
Position of offers.

ANNEXURE-III

ANNUAL TURN OVER

Year	Annual Turn Over in Indian Rs. As per Balance Sheet or Income Tax Clearance Return
2016-2017	Rs.
2017-2018	Rs.
2018-2019	Rs.

NOTE: The above data is to be supported by balance sheets / IT Returns

CA certificate is mandatory: For Turnover & Net worth.

ANNEXURE-IV

PERSONNEL CAPBILITIES

Sl. NO.	Name & Address of the Employee	Technical Qualifications	Post held	Date of Employment
1.				
2.				
3.				
4.				
5.				

ANNEXURE-V

Financial Capabilities

S.No.	Financial Information in Rs	For the year 2016 - 2017	For the year 2017 - 2018	For the year 2018 - 2019
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Profit before Tax			
6	Net Worth			
7	Liquid Assets			
8	Solvency Certificate from banker			

Attach audited balance sheets for all three years.

Signature of the Bus Operator / bidder

ANNEXURE - VI
Invitations of proposal for operating buses on specified Routes.
Format for Financial Bid

The Managing Director,
 Jammu & Kashmir Road Transport Corporation
 Rail Head Complex, Jammu

Subject: - Submission of Bid for operating High-end Air Conditioned Single Axle Super Luxury buses on specified Routes.

Dear Sir,

1. I the undersigned ----- on Behalf of -----
 --- herewith submit my offer as under:
2. have read RFP documents in detail and on the basis of my full study of the above mentioned document and the conditions, I undertake to operate and manage the Public Transport System on the routes exactly in accordance with the conditions as provided in the above mentioned documents. I also accept the hike of 5 % rate every year on the premium quoted.
3. I undertake to pay to the JKRTC a monthly premium per bus per KM of Routes as mentioned below:-

S. No	Route Name	Type of Buses (Seating / Sleeper)	No of Services	No. of buses involved	Return KM's	Price offered
1	Katra–Delhi–Katra via Jammu Pathankot – Jalandhar	Sleeper	02	04	1298	
2	Jammu – Chandigarh –Jammu via Hoshiarpur	Seating	01	01	686	
3	Jammu – Dehradun via Chandigarh	Seating	01	02	1122	
4	Jammu – Haridwar via Jalandhar	Seating	01	02	1188	
5	Jammu – Amritsar – Jammu	Seating	02	02	422	
6	Jammu – Ajmer via Delhi and Jaipur	Sleeper	01	03	2040	
7	Jammu – Shimla – via Chandigarh	Seating	01	02	925	
8	Jammu-Patiala	Seating	01	02	788	
9	Jammu-Shri Ganganagar via Jalandhar	Seating	01	02	990	
10	Jammu – Manali - Jammu via Kangra & Palampur	Seating	01	02	900	
11	Jammu – Dharamshala – via Pathankot	Seating	01	01	390	
12	Jammu – Agra – via Delhi Yamunna Express High Way	Sleeper	01	03	1854	
13	Jammu – Lucknow – Jammu via Delhi, Kanpur	Sleeper	01	03	2458	

4. In addition to above, I undertake if our Bid is accepted, to completely discharge our obligations, commence operations and manage as per the RFP else to forefeet my earnest money deposit.
5. Premium Quoted by bidder per bus per month shall be enhanced by 5% (Five Percent) after completion of each year period on compounding bases.
6. Tender shall be evaluated route wise & work shall be allotted to multiple operator/ agency.

Date:

Signature of the Bus Operator / bidder

Annexure- VII

Minimum Bus specifications/ Requirements

S.No	Description	Minimum Requirement
1	Wheel Base	6200 mm
2	Seating Capacity	39 TO 43 (Semi Sleeper)
3	Sleeper Capacity	30 & Above (2 X 1)
4	Overall Length	12.0 meter
5	Engine	Electronically controlled with Turbo charger & Intercooler
6	Engine Location	Rear
7	Transmission	Manual / Automated Transmission with minimum 1200 Nm Torque
8	Suspension	Electronically Controlled Suspension
9	Brakes	Electronic Braking system with ABS
10	Body	Galvanized Tubular Structure with anti-corrosive paint
11	Roof Panel –Outer	GI Sheet
12	Outer Panel	Stainless Steel
13	Service door	AS per Bus body Code
14	Rear View Camera	To be provided with Display Unit
15	ITMS	3 CCTV cameras for covering front & bus passenger Compartment. With PIS system in front & rear of the bus.
16	GPS	GPS device to be installed & maintained as per the AIS-135 Standards.
17	Entertainment System	2 TVs - Front 24” and Middle 17” only in case of semi sleeper buses and DVD.
18	Axle	Single -Axle as per the CMVR
19	Emission Norms	Bharat Stage – VI

Annexure – VIII

Performance Guarantee Format – Rs. 1, 00,000/- value for each Services.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE (ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

**Managing Director,
Jammu & Kashmir Road Transport Corporation,
Jammu**

KNOW ALL MEN by these present that We.....of.....
(Name and address of Bank) having our registered office at.....
(hereinafter called "the bank") are bound unto the Managing Director of Jammu & Kashmir Road Transport Corporation, Jammu (hereinafter called "the Owner") in the sum of Rs.....lakhs (Rupees.....lakhs only) for which payment will be made to the said Owner, the Bank binds itself, its successors and assigns by these present. Whereas a Letter of Acceptance No.dated..... has been issued by Jammu & Kashmir Road Transport Corporation, Jammu,.....(NAME OF BUS OPERATOR) (Hereinafter called "the Bus Operator") for execution of theProject, AND WHEREAS the Operator is required to furnish a Bank Guarantee for the sum of Rs.lakhs (Rupeeslakhs only) towards the Performance Guarantee for the said project, AND WHEREAS.....
(Name of Bank) has, at the request of the Bus

We further agree as follows:

- a. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bus Operator.
 - b. That any account settled between the Owner and the Operator shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - c. That this guarantee commences from the date hereof and shall remain in force for a period of 3 (three) years extendable by one year and..... days.
 - d. That the expression 'the Bus Operator' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.
2. The Conditions on this obligation are:
- (i) If the Operator fails or refuses to enter into the Operator Agreement within the time limit specified in the Letter of Acceptance.
 - (ii) If the Operator fails to perform its obligations under the Service Provider Agreement to be entered into between JKRTC, Jammu and the Service Provider pursuant to issuance of Letter of Acceptance by JKRTC, JAMMU to Operator.

We undertake to immediately pay to the Owner in Jammu the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner notes that the amount claimed due to him owing to the occurrence of one or more of the conditions (i) & (ii) mentioned above and specifies the occurred condition or conditions.

SIGNATURE OF THE WITNESS NAME OF THE WITNESS ADDRESS OF THE WITNESS	SIGNATURE OF AUTHORIZED OFFICIAL OF THE BANK NAME OF OFFICIAL..... DESIGNATION..... STAMP/SEAL OF THE BANK
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ANNEXURE – IX

Responsibility of the operator:

1. Supply, maintain & operate the buses on the specified route as mentioned.
2. Operator may increase the no. of buses on the route with prior permission of JKRTC. The Royalty per bus shall be applicable from the day of operation of the bus.
3. All the road tax, toll, other charges to be borne by the operator, besides the Passenger Tax shall be paid in advance to the Corporation by the operator as the same has to be deposited in advance to the concerned authorities.
4. The rules and regulations of the CMVR shall prevail.
5. Operator needs to arrange the space for operations in the other cities as per the route specified.
6. Ticketing to be generated by the system generated software integrated with the mobile application. However in case internet is not available operator can issue manual tickets with prior permission from JKRTC
7. Recruitment of the staff related with the bus operations to be done by the operator. However, the following points need to be considered;
 - a. Crew engaged by the operator should be below 45 years of age and should not be involved in any criminal cases.
 - b. Should not be disengaged/absconding or retired from the services of JKRTC.
 - c. Crew engaged shall have to undergo medical examination at the time of first hiring and subsequently once in a year by the medical board.
 - d. The driver should possess a valid PSV endorsed driving license.
 - e. The staff should be provided with the approved uniform & ID cards by the operator.
8. Regular trainings to be arranged for the staff by the operator by the Govt. approved agencies & shall submit the report to JKRTC.
9. The bus should be equipped with all the safety equipment's like fire suppression system & extinguisher. JKRTC shall perform the safety audit of the bus every quarter.
10. In case of enroute failure of the bus the operator shall be responsible for any refund or should facilitate the passengers in complete their journey.
11. Any liability towards crew on account of accident/MACT/Criminal cases arising out of the operation of the particular bus shall be borne by the operator.
12. The operator is liable to paint the bus in color scheme provided by JKRTC.

Responsibility of JKRTC:

1. JKRTC to help operator in permanent registration of buses in the operator name in Jammu so that operator can transfer the ownership of buses in JKRTC's name for entire duration of agreement.
2. JKRTC to provide state carriage permit for these hired buses and necessary permit duly countersigned by the transport department of other states.
3. JKRTC will allow bus operator to operate its buses from its own bus stand in Jammu as well as ensure that operator buses enter in the bus stands of other STUs.
4. JKRTC will provide exclusivity to operator on his routes in terms of time and will not operate its owned AC buses within one hour before and one hour after departure of the bus.
5. JKRTC shall provide the minimum required parking area for the buses in Jammu.
6. JKRTC shall monitor the operations and shall impose the specified penalty on the operator if found non-performing.
7. JKRTC shall perform audit on the buses every quarter and give 7 days' time to the operator to rectify the issues found.