

J&K STATE ROAD TRANSPORT CORPORATION
HEADQUARTERS, M.A.ROAD, SRINAGAR -190001

Ph. No: 0194-2457301
0194-2475360

Extension of "Expression of Interest"

Expression of interest in route wise separate sealed covers is invited from vehicle manufactures or their duly authorised transport operators or registered transport operators for attachment of their Sleeper/Semi Coaches BS-IV fitted with AC, with JKSRTC for operation on following routes on monthly royalty basis on the laid down terms and conditions so as to enable the Corporation to meet the left over demands on these routes.

- 1. Katra –Delhi – Katra via Jammu, Pathankot and Jullundur.**
- 2. Jammu-Haridwar-Jammu.**
- 3. Jammu-Dheradun-Jammu via Chandigarh.**
- 4. Jammu-Manali-Jammu.**
- 5. Jammu-Shimla–Jammu.**
- 6. Jammu-Jaipur–Jammu via Delhi.**
- 7. Jammu-Chandigarh-Jammu.**
- 8. Jammu-Ajmer Sherif-Jammu**
- 9. Jammu-Agra-Jammu**
- 10. Jammu-Alwar-Jammu**

The application form alongwith terms and conditions can be had from the office of the Divisional Accounts Officer, JKSRTC Head Quarters, M.A Road Srinagar/ Divisional Accounts Officer, JKSRTC Regional Office, Bikram Chowk Jammu with effect from 22.08.2017 to 13.09.2017 against cash payment of Rs.1000/- (Rupees One Thousand only) (Non-Refundable) **OR** the same can be downloaded from website www.jktenders.gov.in & www.jksrtc.co.in and submitted besides, other requisite documents with a Demand Draft of Rs. 1000/- (Non-Refundable) as application form fee payable to FA&CAO, JKSRTC, Srinagar.

The operators interested to engage their vehicles with JKSRTC on more than one routes need to submit their sealed bids separately for each route with mention of route on the sealed cover and as such separate bid applications need to be either obtained from JKSRTC for each route against cash payment of Rs.1000/- per bid

application form. (Non-Refundable) **OR** the same can be downloaded from website www.jktenders.gov.in or www.jksrtc.co.in and submitted with form fee of Rs. 1000/- in the shape of Demand Draft alongwith other requisite documents as bid against the particular route.

The sealed offers shall be deposited by hand or by post by or before 13.09.2017 2017 Upto 04:00pm in the office of General Manager (P&S), JKSR TC Head Quarter, M. A. Road Srinagar-190001 and the same shall be opened on 14.09.2017 at 02:30pm at JKSR TC Head Quarter, M.A Road Srinagar.

The pre-bid meeting shall be held on 28.08.2017 at JKSR TC, Head Quarter, M. A Road, Srinagar in presence of the bidders who may choose to be present

General Manager (P&S)
JKSR TC.

No: JKSR TC/P&S/4728

Dated: 22.08.2017

J&K STATE ROAD TRANSPORT CORPORATION
HEADQUARTERS, M.A.ROAD, SRINAGAR -190001

Terms and Conditions for Engagement of Sleeper/Semi-Sleeper Coaches BS-IV with JKSRTC on Royalty basis for Operation on the following routes: -

- 1. Katra –Delhi – Katra via Jammu.**
- 2. Jammu-Haridwar-Jammu.**
- 3. Jammu-Dheradun-Jammu via Chandigarh.**
- 4. Jammu-Manali-Jammu.**
- 5. Jammu-Shimla –Jammu.**
- 6. Jammu-Jaipur –Jammu via Delhi.**
- 7. Jammu-Chandigarh-Jammu.**
- 8. Jammu-Ajmer Sherif-Jammu**
- 9. Jammu-Agra-Jammu**
- 10. Jammu-Alwar-Jammu**

1. The Operator/ Firm needs to be either vehicle manufacturer or its authorized transport operator to enter into PPP mode with PSU's for passenger vehicle operation or should be registered transport operator.
2. Individual Proprietors or Directors or partners of such firm must not have any criminal case/ Bankruptcy case pending against him/them in any court of law and in this regard the successful operator/firm shall have to submit an affidavit duly attested by chief Judicial Magistrate as precondition before entering into formal contract with JKSRTC.
3. The Bidder/Operator needs to attach with the application form a Bank solvency Certificate from any Nationalized / schedule bank.
4. The eligible Bidder/Operator/Firm applying for engagement of Sleeper/Semi-Sleeper Coach with JKSRTC on Royalty Basis on one or more than one routes mentioned above need to submit a separate sealed bid for each route of interest on the application/s obtained from JKSRTC on cash payment of Rs.1000/- per application per route and besides, other requisite documents the route wise separate bids must have attached a security deposit of Rs.1.00 Lakh each in the shape of Bank Guarantee/CDR/FDR pledged to FA&CAO, JKSRTC in the sealed cover which in other words means that separate bids need to be submitted for separate routes in separate sealed covers, attached with separate security deposit of Rs.1.00 Lakh on separate application forms obtained from JKSRTC for separate routes on cash payment of Rs.1000/- each. However, the successful bidder/operator shall have to deposit additional

security of Rs.20.00 Lakhs **per route** in the shape of Bank Guarantee/CDR/FDR pledged to FA&CAO, JKSRTC as pre-condition prior to entering into **route-wise contract** with JKSRTC.

The application form alongwith Term & Conditions can also be downloaded from the website www.jktenders.gov.in & www.jksrtc.co.in and submitted, besides, requisite documents with a Demand Draft of Rs. 1000/- as form fee (non-refundable) payable to FA & CAO, JKSRTC, as bid against the particular route of interest.

5. The Royalty need to be offered per vehicle per month on the particular route.
6. The Monthly Royalty fixed per vehicle per month for a particular route shall have to be deposited by the operator in full for the total No. of vehicles, as approved for engagement on Royalty basis on that particular route in the contract and the said payment shall have to be deposited in advance by or before 25th of each preceding month for which the Royalty is due.
7. In case the attached Vehicles cannot be operated due to road closure because of any unforeseen circumstances like natural calamities, curfews, bandhs, strikes, etc. which are beyond the control of the operator, the royalty payable shall be calculated as per actuals.
8. The vehicles engaged should be of type BS-IV fitted with AC and ITMS conforming to Central Motor Vehicle Act, besides shall be in compliance to latest provisions of Jammu & Kashmir Motor Vehicle Rules as well possessing type approval of the Model from authorized certifying agency.
9. The Sleeper/Semi-Sleeper Coaches offered for operation on royalty basis on routes mentioned above shall have the following specifications:-

S.No.	Item	Remarks
01.	Emission Norms	BS-IV
04.	Air Conditioning	Required.
06.	TV Monitor Front	Preferred.
07.	Exterior Paint, Branding and Graphics.	As per scheme preferred by JKSRTC at the time of signing the Agreement.
08.	ITMS	Preferred
09.	Suspension	OEM fitted Rear Air Suspension.
10.	Luggage Carrier/Racks	As OE standard fitment for carrying luggage of passengers.
11.	Other amenities	As OEM Fitted.

10. The successful operator/Firm shall be required to provide First Aid Kit, Spare wheel, jack and other necessary tools along with the Vehicle at all time.
11. The Sleeper/Semi-Sleeper Coaches BS-IV shall have to be made available to the Corporation (**JKSRTC**) within 90 days or as the period specified in LOI issued to the Operator (company/firm) from the date of signing the agreement. Further extension if necessary may be allowed for 45 days by imposing penalty @ Rs. 5000 (Five Thousand) per Vehicle for each 15 days or part thereof. In case, bidder fails to provide the buses even within the extended period then his security deposit shall be forfeited and agreement shall be cancelled. The Operator shall bear all costs of Purchase of such Vehicles (fully built up) or any other expenses incurred.
12. The attached vehicle will have to be painted with Logo "**Jammu & Kashmir State Road Transport Corporation**" on body at conspicuous positions and overall vehicle Colour Scheme as provided by the Corporation, which shall have to be removed on expiry of the contract.
13. Only Sleeper/Semi-Sleeper Coaches BS-IV of 2017 model shall have to be provided and the registration of these vehicles shall have to be got done in Jammu & Kashmir only by the operator at his own expenses. The vehicles will be registered on the operators/Firm name in J&K with JKSRTC as Lessee; JKSRTC will facilitate the process of registration, if necessary.
14. The attached Sleeper/Semi-Sleeper Coaches BS-IV shall be operated on the assigned route, and the fee levied for grant of such permit shall be paid by the Operator. However, the specified route can be extended after mutual agreement with the approval of Managing Director, JKSRTC.
15. The attached vehicles shall always have to carry a valid fitness certificate as well as Pollution control Certificate duly issued by the Authority concerned. The expenditure on this account shall have to be borne by the concerned operator/Firm. Any penalty imposed by the authority concerned for noncompliance of this legal requirement shall have to be borne by the operator/Firm concerned.
16. The firm/operator shall also bear the expenses if any arising due to unforeseen circumstances during the currency of the contract.

17. The expenditure on account of Crew, Hawker, any additional staff, Diesel, lubricants, Tyres-tubes, spare parts, ITMS and repairs and maintenance with respect to the engaged vehicles shall have to be borne by the successful operator concerned for the entire period of the contract.
18. The successful operator/Firm shall be responsible for payment of all taxes/charges like Toll Tax, Adda Fee, Parking Fee, Passenger Tax, Income Tax, Passenger Tax, Service Tax etc. and any liability consequent to non-payment of such taxes/charges.
19. The successful operator/Firm shall have to cover its engaged buses by comprehensive insurance and renew the same from time to time during the entire period of contract.
20. The successful Operator/Firm shall hold the sole responsibility of the firm to pay any motor accidental claim arising out of Accident or any other incident involving its engaged vehicle/s, to any individual/s as compensation awarded to such individual/s by MACT or any other court of law.
21. The successful operator/Firm shall bear all legal liabilities if any, arising with respect to the vehicles engaged/attached with the Corporation during the period of the contract. The concerned operator/Firm in such case shall have to contest the case in the court of law at his/her own expenses and in the event of any claim awarded by any Court / Tribunal of law against the Corporation/Operator, the payment against that award shall have to be borne by the concerned operator/Firm.
22. The claims if any, awarded by consumer court with respect to the engaged vehicles/services thereof, during the currency of the contract, the same shall have to be borne by the operator/firm concerned with expenditure involved in legal process thereof.
23. The successful Operator/Firm shall have to provide identity cards and uniform to its crew/other staff members so that they are always in prescribed uniform with identity cards while performing their duties. The operator shall be responsible for misconduct of any deployed staff and JKSRTC shall have right to refuse deployment of such staff.
24. The successful operator/Firm shall furnish the complete Bio-Data of the Crew and other Staff attached with the operation of its engaged Vehicles and ensure their good conduct. The driver/s of the engaged Vehicle/s shall be in possession of Valid PSV Driving License.
25. The booking of attached Vehicles shall be primarily made at embarkment and dis-embarkment points on scheduled routes, identified by the Corporation.

26. The Operator/Firm of the attached Vehicle shall not use the Vehicle for any other purpose without written approval of the JKSRTC.
27. The Sleeper/Semi-Sleeper Coaches BS-IV, as such, engaged on Royalty basis with the Corporation shall have to operate under the supervision of the Corporation and as such it reserves the right to check these engaged vehicles at any time and at any place.
28. JKSRTC may inspect the engaged Sleeper/Semi-Sleeper Coaches at any time. And in case any major deficiency is found by the team, the same will be communicated to the operator for rectification.
29. The corporation shall be at liberty to impose fine/penalty as deemed fit, to the operator besides take other administrative actions under relevant laws against it in case the operator or its worker or agent is found guilty of:
 - i. Antinational activities/Anti-Social activities/Fraud/any criminal act of misconduct in respect of the contract, or any other contract entered into.
 - ii. Directly or indirectly involved in offering any kind of immoral/illegal gratification to any officer/official of the Corporation.
 - iii. Refusal to run the service/s thus contracted, on the plea of fewer passengers at the originating/terminating destination.
 - iv. Breach of contract by violating any of the laid down terms and conditions.
30. In the event of any serious misconduct /carrying of contraband/irregularities having been detected / committed in the attached Sleeper/Semi-Sleeper Coaches showing the involvement of driver, serious action against the driver concerned will be taken by the operator/Firm and any legal implications/penalty(ies)/ financial liabilities if any arising out of that shall be borne by the operator. The erring driver/crew/staff member, in that case shall have to be disengaged by the operator.
31. The operator/Firm shall identify its representative as liaison officer for co-ordination with the corporation and provide his complete particulars.
32. The successful operator/bidder shall have to enter into a formal contract with the Corporation for engagement of its Sleeper/Semi-Sleeper Coaches BS-IV with the Corporation on Royalty Basis under the laid down terms and conditions and all statutory charges/taxes applicable at the time of signing the agreement shall have to be borne by the operator. The contract as such, entered with the Corporation shall be non-transferable.

33. The term of the contract shall be for five years only effective vehicle wise from the date of engagement of the respective vehicles with the Corporation.
34. The successful bidder/operator shall have to execute an agreement with JKSRTC within 15 days from the date of issue of engagement order and all expenses involved in this behalf shall have to borne by the operator concerned.
35. That in the event of death of sole proprietor his/her legal heir shall be treated as owner and in that case he/she as operator shall be bound to abide by the terms and conditions of the contract/agreement.
36. The passenger fare shall be applicable as per STA rates.
37. In case of any dispute, only the Courts falling within the limits of State of Jammu & Kashmir shall have the jurisdiction for hearing which in other words means that the operator shall not have any right to approach the Courts outside the State of Jammu & Kashmir to settle the issues if any arising with the Corporation with respect to the Contract.
38. The Managing Director reserves the right to add/delete any condition at the time of finalization of the Contract.
39. The bidder/operator needs to submit the following declaration with the application form :-

Declaration:-

I/we as firm/ vehicle operator affirm that all the aforesaid terms and conditions are acceptable to me/us and in case I/we succeed in getting the contract I/we shall work with JKSRTC with sense of responsibility under the terms and conditions as shall be laid down at the time of finalization of the contract.

**Authorized Signature of the
Firm/Vehicle Operator
With Seal.**



**Jammu & Kashmir
State Road Transport Corporation
M.A Road Srinagar**

FORM FEE = Rs.1000/=

CASH RECEIPT/DD No:

DATED: _____.

APPLICATION FORM FOR ATTACHMENT "AS VEHICLE OPERATOR ON ROYALTY BASIS" WITH JKSRTC ON ANY OF THE ROUTES MENTIONED IN "EXPRESSION OF INTEREST" ISSUED VIDE NO: JKSRTC/P&S/_____ DATED: _____.

1. NAME OF THE ROUTE ON WHICH INTERESTED TO ENGAGE SLEEPER/SEMI-SLEEPER ON ROYALTY BASIS WITH JKSRTC:

2. NAME OF THE FIRM:

3. ADDRESS OF THE FIRM WITH CONTACT NUMBERS:

4. REGISTRATION NUMBER / OTHER DETAILS OF THE FIRM AS VEHICLE OPERATOR:

5. AUTHORISATION CERTIFICATE FROM VEHICLE MANUFACTURE TO OPERATE VEHICLES WITH STU's:

YES/NO (IF YES, ATTACH COPY)

6. NAME AND ADDRESS OF PROPRIETOR/S OR DIRECTORS OR PARTNERS OF THE FIRM:

7. BANK SOLVENCY CERTIFICATE DETAILS: (DOCUMENT ENCLOSED):

i. NAME OF THE BANK: _____

ii. SOLVENCY AMOUNT _____

8. BANK GUARANTEE DETAILS:

I) NAME OF THE BANK: _____

II) AMOUNT: _____

9. DETAILS OF VEHICLES PROPOSED FOR ATTACHMENT ON ROYALTY BASIS

I) TYPE OF VEHICLES: SLEEPER/SEMI-SLEEPER BS-IV.

II) MAKE: _____

III) MODEL OF VEHILCE: _____

IV) WHEEL BASE: _____

V) OVERALL LENGTH: _____

VI) SEATING CAPACITY: _____

VII) TYPE OF SEATES: _____

VIII) OTHER OEM FITTED AMENITIES BEING PROVIDED AS SUPER LUXRY FEATURES (MENTION ALL)

10. ARAI CERTIFICATION OF THE VEHICLE :

YES/NO (IF YES, ATTACH COPY).

11. ROYALTY OFFERED PER VEHICLE PER MONTH VIZ A VIZ ROUTE:

I). NAME OF THE ROUTE: _____

II). ROYALTY OFFERED PER VEHICLE PER MONTH:

Rs. _____

RUPEES IN WORDS: _____

12. NO. OF VEHICLES INTERESTED TO ENGAGE ON THE ROUTE:

13. PARTICULARS OF THE PERSON AUTHORISED TO LIAISON WITH JKSRTC:

Declaration:

I/we declare that information given above is true to the best of I/our knowledge and belief and in case any of the submitted information is found false and incorrect, I/We shall be liable to be punished under the relevant rules of law which may even lead to termination of contract without any notice.

Besides I/We undertake that the laid down terms and conditions are acceptable to me/us and in case I/We succeed in getting the contract I/We shall work with sense of responsibility with the Corporation under the terms and conditions as shall be laid down on the finalization of the contract.

**Authorised Signatory of the
Operator/Firm with Stamp.**