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J&K State Road Transport Corporation

Divisional Headquarter, Bikram Chowk Jammu.

NOTICE

FOR REGISTERED TRANSPORT COMPANIES OF J&K STATE

Jammu and Kashmir State Road Transport Corporation has to make transport arrangements for Lok Sabha Election-2019. In this context, JKSRTC is going to attach private commercial Passenger vehicles of various classes and seat capacity (**LCV's, MCV's PSV's**) of registered Transport Companies of the State to meet the left over demand during Lok Sabha Election-2019.

On behalf of Managing Director, JKSRTC, all the registered Transport Companies of the J&K State interested to provide/supply of commercial passenger vehicles of various classes and seat capacity to JKSRTC (**LCV's, MCV's PSV's**) to meet its left over demand during Lok Sabha Election-2019 are hereby informed through the medium of this notice to attend the office of the Managing Director, JKSRTC, Regional Head Quarter, Rail Head Complex, Jammu on 20.03.2019 at 2:00 PM alongwith their offer in the prescribed format in a sealed cover. The prescribed application form can be downloaded from the JKSRTC web site www.jksrtc.co.in or collect the same in person free of cost from the office of the **General Manager (Ops), JKSRTC, Bikram Chowk, Jammu and General Manager (Ops), Kashmir, M.A Road, Srinagar respectively from 12.03.2019.**

No: JKSRTC/GMO/J/3620

Dated: 12.03.2019

Sd/-
General Manager (Ops)
JKSRTC, Jammu



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APPLICATION FORM

OFFERED TERMS AND CONDITIONS AND RATE OF COMMISSION FOR HIRING OF COMMERCIAL PASSENGER VEHICLES FROM THE PRIVATE TRANSPORT OPERATORS OF JAMMU & KASHMIR DIVISION EXCLUSIVELY FOR LOK SABHA ELECTION-2019 ON ADHOC BASIS IN LIEU NO-JKSRTC/GMO/J/3620 DATED-12.03.2019

S.No	Particulars	Details	
1	Name of Firm/Transport Company		
2	Address		
3	Phone Numbers	Office	
		Residence	
4	Service License & Validity upto (Photo copy to be attached)		
5	No. of commercial passenger vehicles owned or attached with the company/Firm		
6	Class/category No. of commercial passenger vehicles with seating capacity	Class/Category	
		Seating Capacity	
7	Rate of %age Commission to be offered (In figure/Words)		
	a) All Routes of Jammu Province		
	b) All Routes of Kashmir Province		
	c) All Routes of Ladakh Province.		

Main Terms & Conditions:

1. The adhoc arrangements will for hiring of commercial passenger vehicles from the successful company/ firm to meet the left over demand for Lak Sabha Election-2019.
2. The successful firm/company shall provide the commercial passenger vehicles on commission basis or approved fare structure of JKSRTC and no hike in fare rate shall be entertained.
3. The successful firm / company shall have to deposit Rs. 20.00 lacs for each province as EMD/Security deposit in shape of CDR/FDR/BD pledged to FA & CAO, JKSRTC.
4. The successful contractor shall be governed by all the General Terms & Conditions annexed herewith.
5. The successful firm company shall have to enter into an agreement with the Corporation for this adhoc arrangements for hiring of commercial passenger vehicles for Lok Sabha Election-2019.

Signature of the Proprietor / Partner
of the Firm/Transporter/Company
(With Name & Seal)

Name

Address

Contact No



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General Terms & Conditions

Formulating Stipulates for the Agreement to be executed with Approved CHT for Supply of Commercial passenger vehicles during Lok Sabha Election 2019 in J&K State.

1. That, it shall be obligatory upon the approved Transport Contractor to provide commercial passenger vehicles against the demand projected by the JKSRTC on day-to-day basis. During the currency of the CHT Contract, the Corporation shall be entitled to recover its due commission of the fare charges, from the bills payable to the Transport Contractor.
2. That the prevalent fare rates at the time of agreement (the fare rate at which indenting agencies remit payments to JKSRTC irrespective of the SRTC claims for higher fare, if any) for clearing bills of CHT are not subject to any change or on demand from CHT contractor during the contract period, in case of hike in HSD costs or any other allied items including Government Taxes etc. and no claims in this regard by the CHT contractor shall be entertained. However, in the event of revision of prevalent fare rates during the contract period by the Government/ Competent Authority of Jammu and Kashmir, the same shall be applicable to the Transport Contractor (w.e.f. the date the Corporation gets such effect (higher/lower) from the indenting department).
3. That the Contractor shall not assign, subrogate, sublet or transfer his interest/ right under this agreement to any other party without consent in writing by the Corporation.
4. That Managing Director, JKSRTC shall reserve the right to terminate the contract during its currency, without assigning any reason thereof, by giving a notice of 30 days in writing to the approved CHT contractor on his last available address and the CHT Contractor shall not be entitled for any reason of such termination.
5. That the approved CHT contractor shall meet all the costs towards enroute expenses of the vehicles and crew deputed at his vehicles of his own.
6. That the journey time to each trip shall be based on relevant clauses of the Motor Vehicle Act, 1988 and rules made there-under for the areas under operation.
7. That no amount shall be paid for the period in excess for the journey time or diversion of journey to complete the assignment as per clause-2 above, except in case where it is specifically agreed upon by the Corporation under the contract.
8. That the approved CHT contractor shall be responsible for the conduct of crew members deployed with the CHT commercial passenger vehicles, JKSRTC shall have right to refuse engagement of any crew for hiring of services that are not considered appropriate by the Corporation. The Corporation shall have the right

- to deploy a Supervisor on each hired vehicle, if warranted, which shall not be objected to by the CHT Contractor or his crew.
9. That the JKSRTC shall not to be liable to pay any motor accidental claim arising out of the accident involving CHT vehicles from the contractor. Claims arising out of accident or of any sort by any individual organization or MACT through operation of CHT fleet by JKSRTC under the contract, shall be payable by the approved CHT contractor and shall be solely responsible for the same. The said contractor shall undertake to indemnify the Corporation in the event of any claim against it and if Corporation is made to pay any such claim it shall be recovered from the due payment/bills of CHT Contractor.
 10. That in case of minor / major accident involving with holding of bus enroute, it shall be responsibility of the CHT contractor to arrange speedy alternate transportation for further journey of passengers upto deployed destination at his own cost. However, any expenditure / cost born by the Corporation due to such accident shall be recovered from the bills / dues of the CHT Contractor.
 11. That all such vehicles provided to JKSRTC by the CHT contractor for utilization on a particular date, shall be accompanied by a valid duty / deployment slip of the transport contractor under his seal and signature. No claim for payment for such vehicles, the duty slip of which has not been received / collected by the JKSRTC shall be entertained.
 12. That the contractor should organize his resources in such a manner to be capable of supplying the required number and type of vehicles at short notice, as and when requisitioned.
 13. That the financial losses if any caused to the corporation due to failure of the CHT contractor to provide required number of vehicles in time shall lead to recovery of losses from the bills, security/earnest money deposit of the contractor.
 14. That notwithstanding anything contained herein above, the corporation may recover from the contractor as compensation, such sums, as may be considered reasonable even on account of imposition of penalty or any other claim raised by indenting agency or non-deployment of commercial passenger vehicles by the CHT contractor when requisitioned and not offered for operation to the Corporation in time.
 15. That the CHT Contractor shall collect the demand of commercial passenger vehicles from JKSRTC and provide the same on the due date and time specified. It will be CHT contractor's responsibility to ensure that the demand is met in full. In case CHT Contractor fails to take the demand and do not provide transport as requisitioned, the Corporation will be at liberty to hire commercial passenger vehicles from open market, at his risk and expenses without notice and the extra charges, if any paid, shall be recovered from the Contractor's bill / payments.
 16. That the contractor undertakes to provide sufficient, suitable / mechanically fit commercial passenger vehicles of less than 10 years vintage as per the specification of the indenting agencies.
 17. That the crew viz driver / conductor and vehicles provided by the CHT contractor shall meet all the qualitative and statutory requirements / specifications. Any penalty for any shortcoming under the law if imposed, shall be borne by the contractor alone, including claims under labour law.
 18. That the CHT Contractor shall have not right to object to the increase / decrease in the demand of vehicles. No compensation shall be paid to the contractor for cancellation of demand, if any.
 19. That the vehicles provided after stipulated time shall be returned and no compensation shall be paid for the same to the CHT contractor.

20. That the vehicles provided must be duly covered under insurance, registered / approved by the concerned RTO/ STA as Public Transport and all taxes thereof must be paid on due date by the CHT contractor.
21. That the vehicles provided by the CHT Contractor to the Corporation shall not carry any contraband product or substance or any arms or ammunition or any inflammable goods, as prohibited by law. In the event of any such complaint against any vehicle so supplied, the entire liability as arising under law shall rest upon the CHT contractor.
22. That the JKSRTC does not guarantee any definite value of the work during the currency of the contract and the CHT contractor shall have no right of such demand / claim for business from the Corporation.
23. The due payment to the approved CHT Contractor shall be made after the same are received from the indenting agency and in accordance with the amount so released after incorporated deductions, if any, by the indenting agency. The Corporation shall in no way make payments to the contractor from its own resources.
24. That the TDS / Surcharges / Taxes as applicable during the contract period is to be paid by the approved CHT Contractor and the same shall be deducted at source at the time of payment of bills.
25. That the payment to the transport contractor shall be released by the Divisional Accounts Officer, JKSRTC, Jammu / Srinagar against the claim duly verified by the concerned Officers and countersigned by the concerned Provincial Nodal officer, after deduction of commission, taxes etc., as per the work order and the agreement executed with the approved CHT contractor.
26. That the period of this contract shall be valid for Lok Sabha Election-2019 only, in the J & K State.
27. That the CHT Contractor shall be bound to perform the duties through deployment of CHT commercial passenger vehicles as and when detailed by the Corporation to any station, irrespective of the prevailing conditions at the Station or enroute e.g. Natural Calamities like floods, earthquake, and during strike, civil disturbance / outbreak of hostilities etc. no additional compensation of any sort shall be paid for the same, if any.
28. That Force Majeure clause shall apply.
29. That the officer sanctioning the contract or his successor or the officer officiating in his place as per the promulgation order may rescind this contract by notice to the contractor in writing if the contractor or his agents or servants shall:-
 - i. be guilty of fraud, any criminal act of misconduct in respect of the contract, or any other contract entered into;
 - ii. directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, pre-requisite, rewards or advantage pecuniary or otherwise to any officer or person in the employment;
 - iii. If contractor declines / neglects or delays to comply with any demand or requisition or in any other way fails to perform or observe any condition of the contract.
30. That the successful CHT Contractor shall have to execute an agreement with the Corporation duly attested by 1st class Magistrate and no claims for release of payment on account of services rendered by the CHT contractor shall be entertained in absence of the above.

31. That it is hereby agreed and resolved that all questions, disputes and differences that may arise between the parties in respect of this agreement, shall be referred to sole Arbitrator i.e. Managing Director, JKSRTC, who may decide the same or nominate any other officer of the Corporation for this purpose. In case CHT contractor fails to raise any claim or dispute to the bills, his right to seek arbitration shall be forfeited. The arbitrations shall be regulated under the provisions of J&K Arbitration and Conciliation Act.
32. In case the CHT Contactor fails to supply requisite number of vehicles, the same shall be arranged from open market at the risk and cost of the CHT contractor.
33. The CHT contractor will in advance communicate the name of his representative in each District during phase wise Lok Sabha Elections-2019 alongwith complete identification/communication details to the concerned Provincial Head/Nodal Officer, JKSRTC.

Sd/-
**General Manager (Ops),
JKSRTC.**

Note for Tenderers:

(The General Conditions are to be signed on each page by the tenderer and returned with tender application)

**Place:
Date:**

**Signature of the Proprietor / Partner
of the Firm/Transporter/Company
(With Name & Seal)**