

Government of Himachal Pradesh
Department of Labour Employment & Overseas Placement

No. LEP-A001/2/2023 Dated : Shimla-2,

the

18th, April, 2026

NOTIFICATION

In continuation of this department's notification No. LEP-B002/3/2023-LEP dated 01st January, 2024 and LEP-A001/2/2023/Loose dated 23rd March, 2026 & in supersession of notifications No. (i) *TPT-F(6)-3/2015-II, Dated 08.06.2023* (ii) *TPT-F(6)-3/2015-II-Loose, Dated 02.09.2023*. (iii) *TPT-F(6)-3/2015-LOOSE dated 03.12.2024* (iv) *STA/e-Taxi Scheme/2023-VOL-I-21282 dated 13.11.2024 of Transport Department* (v) *Fin-E(B)15-2/2023 dated 07th November, 2023* (vi) *Fin-E(B)-15-2/2023 dated 30th November, 2023* (vii) *Fin-E(B)-15-2/2023 dated 13th December, 2023 of Finance Department*, the Governor, Himachal Pradesh is pleased to notify the "Comprehensive Guidelines for E-Vehicle/E-Taxi under Rajiv Gandhi Swarozgaar Start-Up Yojana-2023" as per "Annexure A, B & C, in public interest, with immediate effect.

By Order,

A. Shainamol

**Secretary (Lab. Emp. & O.P.) to the
Government of Himachal Pradesh.**

Endst: No. LEP- A001/2/2023 Dated : Shimla-2, the 18th April, 2026

Copy forwarded for information and necessary action:-

1. All Addl. Chief Secretaries/ Pr. Secretaries/Secretaries to the Govt. of Himachal Pradesh, Shimla-2.
2. The Secretary to the Governor, H.P., Shimla-2.
3. All Divisional Commissioners in H.P.
4. All Heads of Department in H.P.
5. All M.Ds. of Boards/ Corporations in H.P.
6. All Deputy Commissioners in H.P.
7. The Controller, Printing & Stationery, Shimla-5 for publication of the same in the Gazette of H.P.
8. The Labour Commissioner, Himachal Pradesh.
9. The P.S. to Hon'ble Chief Minister, H.P. Shimla-2..
10. The P.S. to Chief Secretary, Himachal Pradesh Shimla-2
11. The Joint Secretary(GAD) to the Government of Himachal Pradesh with reference to the Item No.15 dated 19.05.2025 & Item No.27 dated 23.03.2026 of the CMM.
12. Guard File.



(Arvind Kumar Sharma)

**Under Secretary (Lab. Emp. & O.P.) to the
Government of Himachal Pradesh.**

Comprehensive Guidelines for E-Vehicle/E-Taxi under Rajiv Gandhi Swarozgaar Start-up Yojana-2023:

The Government of Himachal Pradesh launched Rajiv Gandhi Swarozgaar Start-up Yojana-2023, vide notification No. LEP-B002/3/2023-LEP dated 01.01.2024. In order to avoid varied interpretations of the Notifications, instructions and orders issued by Department of Finance, Department of Transport and Department of Labour, Employment & Overseas Placement in furtherance of the scheme it has become expedient to issue these guidelines so that the implementation of the scheme can be streamlined. Thus, in supersession of all the previous notification No. (i) *(TPT-F(6)-3/2015-II, Dated 08.06.2023* (ii) *TPT-F(6)-3/2015-II-Loose, Dated 02.09.2023.* (iii) *TPT-F(6)-3/2015-LOOSE dated 03.12.2024.* (iv) *STA/e-TaxiScheme/2023-VOL-I-21282 dated 13.11.2024* **Transport Department** & (v) *Fin-E (B) 15-2/2023 dated 7th November, 2023.* (vi) *Fin-E(B)-15-2/2023 dated 30th November, 2023* (vii) *Fin-E(B)-15-2/2023 dated 13th December, 2023* of **Finance Department**, following comprehensive guidelines are being issued:-

Section 1.Salient Features

- a. To give a guarantee for self-employment/livelihood assistance to youth of the state.
- b. To provide subsidy of 50% on purchase of e-Taxi under RGSSY-2023.
- c. To help the state to reduce vehicular pollution and move forward to become a green State.

Section 2.Components

These guidelines deal with e-Taxi component under the Rajiv Gandhi Swarozgaar Start-up Yojana-2023.

Section 3.Implementation Mechanism

- a. The nodal department for the implementation of the Scheme will be the Department of Labour Employment and Overseas Placement.
- b. The Selection of beneficiaries will be done by the Department of Labour, Employment & Overseas Placement after technical consultation with the Department of Transport.
- c. Thereafter, the Department of Labour Employment and Overseas Placement will allocate the department to the candidates for signing of Tripartite Agreement.
- d. The Department of Labour Employment and Overseas Placement will then release 50% subsidy of ex-showroom price of e-vehicle in favor of the candidate in parking Account of the Bank subject to the fulfillment of required codal formalities.

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Section 4. Mode of Engagement of E-Taxi By the Hiring Department

- a. The Department/Government Entity who wants to engage e-Taxi will have to apply for the same in the Portal developed by the Department of Labour, Employment & Overseas Placement by adhering to the following conditions:
 1. The Hiring Department will have to ensure that prior approval of the Finance Department to engage e-Taxi has been obtained.
 2. There will be no need to obtain the approval of the cabinet because it's merely hiring of e-Taxi(s) on outsourcing mode as per this scheme.
 3. The vehicle to be engaged should be within the approved fleet strength of the said Department/Organization.
- b. All Government Department/Organization who requires e-Taxi shall be provided user ID & Password for uploading the demands of e-Taxi under this scheme on the dedicated online portal of the Department of Labour, Employment & Overseas Placement.
- c. All Government/Organization will submit the demand/requirement of e-Taxi by prescribing the category of EV, i.e. A, B, C & D as per approval of the FD, number of vehicles and place/location of deployment.
- d. Every Government Department/Organizations engaging e-Taxi shall ensure to establish the Electric Chargers or to engage suitable place or shall enter into an agreement with Charging Station for making sure of the charging of their vehicles. Charges of Electricity for charging e-taxis will be borne by the borrower/beneficiary of e-taxi as per the tariff rates fixed by Himachal Pradesh State Electricity Board Limited from time to time.

Section 5. Eligibility Conditions for the Candidates

- a. The Applicant must be a Bonafide Himachali.
- b. The Applicant must be between the ages of 23-45 years.
- c. The Applicant must be Un-employed. He/she must have an Unemployment Certificate duly signed by the competent authority.
- d. The annual family income should not exceed more than 3 lakhs per annum.
- e. The Applicant must be registered in Employment Exchange in Himachal Pradesh with a valid X-10 card for the past one year.
- f. The Applicant must have a valid Commercial Driving License.
- g. This scheme can only be availed by one person in a family.
- h. In cases, where educational qualification of the applicant is 10th pass from any recognized Board of School Education/Institution, he should have an experience of 7 years to drive the vehicle.



Or

If not 10th pass then he should have an experience of 10 years to drive the vehicle.

- i. He/she will sign an agreement with the Government Department/Local authorities/Autonomous Body/Boards/Corporation/Government, Undertaking or other establishment to ply the e-Taxi with the same.

Section 6.Application /Selection Procedure of Candidates

- a. The Candidates willing to purchase the e-Taxi under this scheme must apply through the portal developed by the Department of Labour, Employment & Overseas Placement. The applications will be invited from time to time as per demand for e-taxis by the Departments.
- b. All the applications received through online portal of the Department shall be scrutinized by the respective District Employment Officers and if discrepancies are found in the application the same shall be reverted back to the applicant for rectification/completion of codal formalities within 5 days. The category of vehicle and the bank through which the beneficiary wishes to finance his/her e-vehicle, once selected cannot be changed by the candidate.
- c. District Employment Officers will complete the process of verification of documents/required information and finalize the list of eligible beneficiary and will submit the same through dedicated online portal to the Regional Transport Officers of the Transport Department for conducting the driving test. After the test is conducted, the Regional Transport Officers of the Transport Department will forward the results of the candidate to the Department of Labour, Employment & Overseas Placement. The Labour, Employment & Overseas Placement Department shall prepare the final list of selected candidates in order of merit, based on the test results and recommendation provided by the respective RTOs. The merit will be made district wise for each district of the state.
- d. The applications of recommended eligible beneficiaries will be placed in front of a district level committee and once approved by them the candidate will be eligible for claiming of 50% subsidy under the scheme.
- e. In case the applications invited are exhausted, the department will call for fresh applications and the candidates will be selected on first come first serve basis.

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Section 7.Tripartite Agreement:-

The Hiring Department/Organization will have to sign Tripartite Agreement with the candidate and the concerned bank from where the candidate has taken the loan. The Standard Tripartite Agreement approved by the Government is at **Annexure-'B'**. Every Department will ensure that no changes to the Standard Tripartite Agreement are made at the level of the Departments/Organizations without the approval of the Department LE&OP.

Section 8.Period of Engagement

Every e-Taxi under this scheme will be engaged for a minimum period of 5 years by the hiring department/organization which can be further be extended up to 2 years only when both the beneficiary of e-taxi and the department are willing . After a period of 5 years (plus 2 years, as the case may be) the candidate can convert his/her e-taxi into a private vehicle in accordance with Central Motor Vehicle Act and Rules.

Section 9.Release of Subsidy:-

Once the Tripartite Agreement has been signed by the Hiring Department, Bank and the Beneficiary, Department of Labour, Employment & Overseas Placement will release 50% subsidy in the parking account of the concerned bank from where the beneficiary has taken the loan. Further this 50% amount along with 40% loan and 10% margin money by the beneficiary will be transferred by the bank to the dealer of the vehicle.

Section 10.Purchase of vehicle:-

As and when the total amount of the e-vehicle is transferred by the bank to the dealer of the e-vehicle the candidate will get the e-vehicle and complete all the codal formalities mentioned in these guidelines before engaging the e-Taxi with the hiring department.

Section 11.Inspection of vehicle:-

Once the candidate has purchased the e-Taxi he/she will have to get his/her e-Taxi inspected by the RTO for GPS and Panic Buttons. Only when the Clarence is obtained from the RTO the e-Taxi will be eligible to be plied by the hiring department/organization.

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Section 12.Engagement of Vehicle:-

- a. The Department of Labour, Employment & Overseas Placement shall allot the Departments to the beneficiaries recommended by the Transport Department as per the request/demand received from the hiring Departments/Organizations. The demand of e-Taxi(s) will be raised by the Hiring Department with the Department of Labour, Employment & Overseas Placement.
- b. **Surplus Drivers:** Once the e-Taxi is hired, there may be instances (s) where the driver(s) will be surplus. The surplus driver(s), if any, will be deployed to the surplus pool of staff of Finance Department which will deploy them to the needy Department(s)/Organization(s) of the Government as per their realistic needs within the approved fleet strength of the vehicle(s) and authorized sanctioned strength of driver(s). Such surplus driver(s) will be suitably adjusted first in those Department(s)/Organization(s) which have vehicle but no regular driver(s), failing which they would be adjusted against equivalent vacant post depending upon their academic/professional qualification after obtaining their consent/option to so, in order to avoid unnecessary litigation(s) in this regard.

Section 13.Duties of the Owner/Driver of the Vehicle

- a. The beneficiary shall ensure depositing 10% amount of the ex-showroom price of the e-taxi as a security deposit in the form of FD (fixed deposit) pledged in the favour of hiring department at the time of signing of the agreement. This security deposit shall be refunded by the hiring department on successful completion of obligations under this agreement.
- b. The e-taxi will be driven by the borrower beneficiary herself himself and ordinarily no substitute/replacement will be allowed. Only when the e-taxi is driven by the beneficiary for minimum of 20 days, the monthly payment will be made to the beneficiary.
- c. The beneficiary shall ensure his presence at a short notice when required by the concerned hiring Govt. Department/Organization. Besides normal working hours, on all working days, the vehicle shall be made available at any time, within half an hour's call or as may be required by the concerned Department/Organization.
- d. In case of delay in reporting of e-taxi at specified time and place, a penalty will be levied for each such delay. If the beneficiary does not report in the office for a day, without prior intimation, a day's wage will be deducted from the monthly payment to the beneficiary by the DDO. Subsequently, if the beneficiary reports after half day or leaves at half day without intimation, half day's wage of the beneficiary will be deducted by the DDO.

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- e. The owner of e-taxi shall provide his/her substitute during his/her absence/leave in any case. In case of breakdown of the vehicle, an alternative arrangement of the vehicle will be made by the beneficiary of e-taxi.
- f. The borrower/beneficiary of e-taxi shall be solely-responsible for compensation payable arising out of any accident/payment to Loanee Bank, if warranted. No compensation in case of accident/damage to vehicle or death/injury to the Driver will be made by the concerned Govt. Department/Organization etc.
- g. In case of death of the beneficiary the vehicle will be driven by his/her legal heir.
- h. The owner of e-taxi shall observe all the etiquette and protocol while performing the duties. He/she should be neatly dressed in proper uniform as prescribed in Rule 19 (1) (v) of Himachal Pradesh Motor Vehicle Rules, 1999.
- i. E-taxi owner should have a mobile phone in working condition with a local number for coordination. The expenditure on this account shall be borne by the borrower/beneficiary of e-taxi.
- j. In case the beneficiary abstains from providing the services to the hiring department within first 10 days when the vehicle has been purchased or during the tenure of the agreement or wishes to terminate the agreement before prescribed time period, he/she will be liable to return the subsidy amount provided on ex-showroom price, into the Nodal Bank, within a month.
- k. In case the hiring department notices the misbehavior/misconduct/disobedience of candidate/driver of such e-taxi, the candidate will be liable for the legal action and he will have to return the subsidy amount provided on the ex-showroom prices.

Section 14. Monthly Payment

- a. The hiring Department/Organization will deposit the monthly payment in the savings account of the applicant maintained in the financing/preferred bank on or before 10th of every month.
- b. Minimum ex show room cost of the vehicle that can be purchased and engaged under the scheme is Rs. 10, 00,000. This will be called the base model.
- c. A model calculation sheet/illustration table placed at Annexure-'C' The base model will be paid an amount of Rs. 55,000/- (Fifty Five Thousand) + GST (@5%) by the hiring Departments/Organizations. The Hiring Department will also ensure that the Beneficiary has an active GSTIN number and requisite return of GST is being paid by the beneficiary. The amount payable to e-taxis of higher ex show room cost is also mentioned in the model calculation

sheet/illustration table. In order to ascertain the amount payable to the vehicles whose ex show room cost falls in between the ex show room costs mentioned the model calculation sheet/illustration table pro rata method will be used

- d. All the expenditure to be incurred on hiring of e-Taxi(s) in any Department would undoubtedly be met under the SOE "Motor Vehicle" only.
- e. For Boards/Corporations, the monthly payment to the candidate will be made from the relevant heads/procedures prescribed.

Section 15. Various Timelines

Under this scheme the candidate in order to ply e-taxi with the hiring department will have to follow the following timelines:

- a. From the day of applying for subsidy in the RGSSY portal, all the necessary documents are to be submitted within 15 days failing which the candidature will be cancelled.
- b. Once the department has been allocated to the candidate by the Department of Labour, Employment & Overseas Placement he/she will have to get the Tripartite Agreement Signed within 30 days failing which the candidature will be cancelled.
- c. A 10 days grace period will be given to the candidates who were not able to complete the aforesaid codal formalities due to genuine reasons. This discretion to grant grace period will lie with the Director Labour, Employment & Overseas Placement.

Section 16. Termination of Agreement

The First party i.e. The Governor of Himachal Pradesh through hiring Department, shall have right to terminate the agreement at anytime providing an opportunity of being heard, in case Second Party i.e. the Applicant, fails to fulfill any contractual obligation under the agreement, after passing a reasoned speaking order and getting the necessary approval from the Administrative Secretary of the department & after taking necessary measures to safeguard the interest of the department.

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Section 17. Classification/-Entitlement of vehicles

Under the RGSSY-2023 Scheme, the categorization of vehicles will be as under:

Sr. No.	Category	Cost of the Vehicle	Entitled Persons/Officers
1.	A	Rs.10 Lakh – Below Rs. 15 Lakh	Entitled Class I Officers/common pool users.
2.	B	Rs.15 Lakh – Below Rs. 20 Lakh	HODs & Equivalent
3.	C	Rs.20 Lakh - Below Rs. 30 Lakh	Additional Chief Secretaries/Principal Secretaries/ Secretaries & Equivalent
4.	D	Above Rs. 30 Lakh	Cabinet Ministers & Equivalent

The Departments/Government Organizations should raise the demands for e-Taxi(s) as per the entitlement of the Officers on the portal of the Department of LE&OP after ensuring that requisite approvals have been taken and due process for engaging e-Taxi has been followed.

Section 18. Amendment & Clarification

- Hence forth, any changes to this scheme shall be notified by the Department of LE&OP as addendums/amendment/appendices to this document and shall be binding on all stake holders implementing the scheme, without any prejudice.
- The power to modify, amend, withdraw, interpret any of the clauses in this scheme shall solely vest in Department of LE&OP. During the course of implementation, Department of LE&OP may issue directives/advisories/notifications related to effective implementation of this scheme.

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DRAFT STANDARD AGREEMENT FOR DEPLOYMENT OF E-TAXIS

THIS AGREEMENT IS made on this _____ day of _____ (Month) 2026 at _____ (Place) Himachal Pradesh, Amongst.

The Governor of Himachal Pradesh through hiring Department (Name & address of Department) _____ (here in after referred to as the 'First Party' which expression shall unless repugnant to the context or meaning thereof, include its successor (s). or permitted assigns) of the First Part.

AND

Shri _____ (Complete name and Address). (here in after referred to as the 'Second Party' which expression shall unless repugnant to the context or meaning thereof, include its successor (s). or permitted assigns) of the Second Part.

AND

(Preferred Bank) _____ (here in after referred to as the 'Third Party' which expression shall unless repugnant to the context or meaning thereof, include its successor (s), or permitted assigns) of the Third Part.

Whereas, the First Party has agreed to hire e-taxi under Rajiv Gandhi Swarozgar Start-up Yojna-2023.

And whereas, the Second Party has agreed to give his/her services to the department under conditions laid down under this agreement.

And whereas, the Third Party has agreed to give loan to the second party for purchasing e-taxi to be plied with the first party.

And whereas, the parties have agreed to and consented to this agreement without any coercion, fraud or pressure of any kind.

NOW THEREFORE, THE PARTIES HAVE ENTERNTED INTO THIS AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS:-

Clause 1. Obligation of the First Party:

- i. It shall be the responsibility of the concerned hiring department plying e-taxi to deposit the monthly payment in the saving account of the applicant maintained in the financing/ preferred bank by 10th of every month.
- ii. In case the payment is not released by the hiring department or the EMI is not received due to irregular services breakdown or any other unforeseen reason, it shall be the responsibility the borrowing beneficiary to deposit the EMI with the Bank on time.



- iii. The concerned hiring department will have to ensure that the beneficiary deposits 10% amount of the ex-showroom price of the e-taxi in the form of FD (Fixed Deposit) pledged in the favour of the first party.

Clause 2. Obligation of the Second Party:

- i. The beneficiary shall ensure depositing 10% amount of the ex-showroom price of the e-taxi as a security deposit in the form of FD (fixed deposit) pledged in the favour of hiring department at the time of signing of the agreement. This security deposit shall be refunded by the hiring department on successful completion of obligations under this agreement.
- ii. The e-taxi will be driven by the borrower beneficiary herself himself and ordinarily no substitute/replacement will be allowed. Only when the e-taxi is driven by the beneficiary for minimum of 20 days, the monthly payment will be made to the beneficiary.
- iii. The owner of e-taxi shall provide his/her substitute during his/her absence/leave in any case. In case of breakdown of the vehicle, an alternative arrangement of the vehicle will be made by the borrower/beneficiary of e-taxi.
- iv. The beneficiary shall ensure his presence at a short notice when required by the concerned hiring Govt. Department Organization. Besides normal working hours, on all working days the vehicle shall be made available at any time, within half an hour's call or as may be required by the concerned Department/Organization.
- v. In case of delay in reporting of e-taxi at specified time and place, a penalty will be levied for each such delay. If the beneficiary does not report in the office for a day, without prior intimation, a day's wage will be deducted from the monthly payment to the beneficiary by the DDO. Subsequently, if the beneficiary reports after half day or leaves at half day without approval, half day's wage of the beneficiary will be deducted by the DDO.
- vi. In case of death of the beneficiary the vehicle will be driven by his/her legal heir.
- vii. The owner of e-taxi shall observe all the etiquette and protocol while performing the duties. He/she should be neatly dressed in proper uniform as prescribed in Rule 19 (1) (V) of Himachal Pradesh Motor Vehicle Rules, 1900
- viii. E-taxi owner should have a mobile phone in working condition with a local number for coordination. The expenditure on this account shall be borne by the borrower beneficiary of e-taxi.
- (Signature)*

- ix. The borrower beneficiary of e-taxi shall be solely-responsible for compensation payable arising out of any accident payment to third party, if warranted. No compensation in case of accident/damage to vehicle or death/injury to the Driver will be made by the concerned Govt. Department Organization etc. First Party shall not be responsible for damages of any kind or for any mishaps/injury accident caused to any personnel property of the second party while performing its duties. All liability, legal or monetary, arising in that eventuality shall be borne by the second party.
- x. The borrower beneficiary of e-taxi shall be bound to follow all the provisions of Motor Vehicles Act. 1988. Central Motor Vehicle Rules, 1989 HPMV Rules, 1999 and HPMV Taxation Act Rules and the instructions issued by the Transport Department from time to time, in letter and spirit.
- xi. In case the beneficiary abstains from providing the services to the hiring department within first 10 days when the vehicle has been purchased or during the tenure of the agreement or wishes to terminate the agreement before prescribed time period, he/she will be liable to return the subsidy amount provided on ex-showroom price, into the Nodal Bank, within a month.
- xii. In case the hiring department notices the misbehavior/misconduct/disobedience of candidate/driver of such e-taxi, the candidate will be liable for the legal action and he will have to return the subsidy amount provided on the ex-showroom prices.

Clause 3. Obligation of the Third Party:

- i. The Bank shall disburse, subject to adherence of sanctioned terms and conditions, the amount (10% margin money plus 50% subsidy plus 40% loan) by issue of Banker's cheque/demand draft NEFT RTGS in favour of the dealer with their account number and name of the Banker, in lump sum or otherwise within the time specified quotation/allotment lettered dated or as and when requested by the dealer by a written notice to the borrower/beneficiary and the said Banker's cheque demand draft shall be dispatched by Bank directly to the dealer by registered post/speed post/courier OR electronic transfer in case of NEFT/RTGS. (The above 50% subsidy on ex-showroom prices will be disbursed by the Department of LE&OP into the parking account of the concerned bank branch.)
- ii. The difference in the total amount (loan amount plus Subsidy plus margin money) & the actual cost of vehicle shall be borne by the applicant from his own sources.

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- iii. The borrower/beneficiary agrees to supply the copy of this agreement to the concerned hiring department for the purpose of releasing the monthly payments in the saving bank account of the applicant maintained with the financing bank.
- iv. The hiring Department Organization shall release the monthly payment into the saving account number maintained with preferred Bank BO an amount of Rs. _____ on monthly basis, by the 10th of every month.
- v. The Bank hereby creates first lien on all receivables of the borrower/beneficiary, inclusive of monthly proceeds and other revenues, if any. The Bank shall deduct the EMI and charges by way of standing instructions from the saving Bank account.
- vi. In case of default in depositing Equated Monthly Installment, the Bank shall have all rights to recover the same from the borrower.
- vii. In case the loan is not fully repaid after the payment of all EMIs, the bank shall intimate the concerned borrower regarding the remaining loan outstanding that the overdue (which could be due to late receipt of monthly payments from the borrower, penal charges etc.) is paid by the borrower before the closure of the loan.
- viii. The borrower beneficiary undertakes to complete all the formalities in this regard including filing of requisite tax returns formalities with concerned authorities.
- ix. The borrower/beneficiary further acknowledges and under takes not to open or establish any other account for the purpose of collection of its revenues realization as aforesaid (such as any other Financial Institution Bank).
- x. The dispute, if any arises out of this agreement shall be referred to _____ (Concerned authority as per Banking Regulations).
- xi. The borrower/beneficiary shall not sell, assign, mortgage, charge or in any way encumber or alternate the said vehicle or any part thereof so long as the borrower/beneficiary is indebted to the Bank in the said loan account without prior permission from the bank.
- xii. The borrower/beneficiary undertakes to furnish all such documents particulars as required by the Bank whatsoever as and when called upon to do so by the Bank in respect of the vehicle.
- xiii. The borrower/beneficiary shall at their cost insure and keep insured the vehicle for its market value and shall deliver copies of the insurance policies cover notes, premium receipt etc. to the Bank.



- xiv. The borrower/ beneficiary will pay the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) fee and other charges from their own sources immediately after it has been levied by the Bank and shall not wait for reimbursement of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) by the hiring nodal department, if any.
- xv. In case of any dispute or delay from the hiring /nodal department for release/reimbursement of subsidy Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) charges, the borrower beneficiary will not stop making any repayment towards any dues to the bank i.e. interest, installment. Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) fee, other charges and pay the same to the bank from their own sources.
- xvi. The borrower beneficiary shall not hold bank responsible for delay in release reimbursement of subsidy Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) charges, due to change or modification in the guidelines of the "Rajiv Gandhi Swarozgaar started-Up Yojna-2023 scheme and continue making repayment of the interest, installment. Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) fee, other charges from their own sources as and when it is due.
- xvii. 50% subsidy will be disbursed into the parking account of the concerned bank.

Clause 4. General Terms & conditions:

A. Hiring Period:

- i. E-taxi shall be attached with the First Party initially for a period of 5 years (extendable further by 2 years) from the date of the commencement of agreement having been entered into between the parties. After a period of 5 years (plus 2 years, as the case may be) the candidate can convert his/her e-taxi into a private vehicle in accordance with Central Motor Vehicle Act and Rules.
- ii. If, due to any circumstances, e-taxi operator withdraws his vehicle from the First Party during contract period, he shall not be allowed to convert e-taxi into private vehicle.

B. Hiring Fee:

- i. Monthly running of the vehicle would be 2500 Kms. approximately. This is only indicative and the vehicle may be required to run more or less than this figure, as per requirement of hiring department without any limit. However, after plying of 30000 km in a year, extra charges a Rs. 1.5 per km shall be paid to the e-taxi owner by the hiring department.
- ii. Category of e-taxi and monthly rates will be such as may be defined determined by the State Government from time to time.

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iii. All types of taxes, fees, parking fees/toll fees, entry tax (for outstation trips) and special road tax of the State of Himachal Pradesh shall be paid by the e-taxi owner.

iv. The admissible GST will be borne by the hiring department.

C. Maintenance and Repair of the Vehicle:

i. It will be the responsibility of the concerned hiring Govt. Department organizations to obtain the necessary permit to ply the hired e-taxi on restricted/sealed roads, if any.

ii. The borrower/beneficiary of e-taxi shall keep and maintain a log book. The vehicle shall be managed under the control of designated officer of the concerned Government department/organizations, etc. Log book and other maintenance record shall be kept as per procedure laid for the government vehicles.

iii. The upkeep of the e-taxi responsibility shall be of the borrower/beneficiary of e-taxi, She he shall ensure maintenance and other upkeep on regular basis as prescribed for the electric vehicle.

iv. The vehicle may be plied on all kinds of roads within and outside the State of Himachal Pradesh.

D. Charging Infrastructure/Tariff:

a. Every concerned Government Department Organizations hiring e-taxi shall ensure to establish the electric chargers or to engage suitable place or may enter into an agreement with a charging station for charging of e-taxi.

b. Charges of Electricity for charging e-taxis will be borne by the borrower/beneficiary of e-taxi as per the tariff rates fixed by Himachal Pradesh State Electricity Board Limited from time to time.

E. STAMP Duty and Other Charges:

All stamp duties and charges payable for registration of the deed of conveyance or transfer and also on deed of charge shall be paid by the borrower/beneficiary

F. INDEMNITY:

Subject to and upon the terms and conditions of this agreement, the Second Party shall indemnity and hold harmless the first party in respect of any and all costs claims, losses, damages and expenses which may be incurred or suffered by the First Party as a result of or arising out of prosecuting defending or settling any issue

(Arin)

G. Notices:

Unless otherwise provided herein, all notices or other communications under or in connection with this agreement shall be given in written and in English language and shall be sent by personal delivery or post or courier or facsimile to the following address:

- (i) In case of Bank
- (ii) In case of borrower beneficiary
- (iii) In case of Govt. department/Board/Corporation

H. Termination of Agreement:

The First party after taking necessary measures to safeguard the interest of the department shall have right to terminate the agreement at anytime, providing an opportunity of being heard, in case Second Party fails to fulfill any contractual obligation under this agreement **or found guilty of any misconduct/misbehavior**, after passing a reasoned speaking order and getting the necessary approval from the concerned Administrative Secretary of the department.

Clause 5. GOVERNING LAW AND JURISDICTION OF COURT:

This agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The competent court(s) located at Shimla shall have jurisdiction to decide any dispute arising out of this agreement.

Assignment

And whereas, This Agreement shall not be assigned by any parts without prior written consent of the other parties provided that the Bank shall be entitled to assign the rights and obligations to any of its affiliates subsidiaries and such other parties. However, the Bank shall put a notice of such assignment to the borrower/beneficiary.

In witness thereof, the parties to this agreement through their duly authorized signatories have executed this agreement on the day and date set out below, and certify that they have read, understood, and agreed to the terms and conditions of this agreement as set forth herein.

Amu.

(First Party)

Witness-1:

Name: _____

Address: _____

Witness-2:

Name: _____

Address: _____

(Hiring Department)

(Second Party)

Witness-1:

Name: _____

Address: _____

Witness-2:

Name: _____

Address: _____

(Candidate)

(Third Party)

Witness-1:

Name: _____

Address: _____

Witness-2:

Name: _____

Address: _____

(Preferred Bank)

DATE: _____

DAY: _____

Revised Model Calculation Sheet / Illustrations regarding monthly payment to beneficiaries of e-Taxi(s) by Hiring Departments/Organizations under RGSSY-2023.

Category of Vehicle	Cost of Vehicle (₹)	Revised Amount (₹)	Gross Amount incl. GST @5% (₹)
Category 'A'	Rs.10,00,000	55,000	57,750
	Rs.11,00,000	55,930	58,727
	Rs.12,00,000	56,859	59,702
	Rs.13,00,000	57,789	60,678
	Rs.14,00,000	58,718	61,654
Category 'B'	Rs.15,00,000	60,648	63,680
	Rs.16,00,000	61,577	64,656
	Rs.17,00,000	62,507	65,632
	Rs.18,00,000	63,427	66,598
	Rs.19,00,000	64,366	67,584
Category 'C'	Rs.20,00,000	66,295	69,610
	Rs.21,00,000	67,225	70,586
	Rs.22,00,000	68,154	71,562
	Rs.23,00,000	69,084	72,538
	Rs.24,00,000	70,013	73,514
	Rs.25,00,000	71,943	75,540
	Rs.26,00,000	72,872	76,516
	Rs.27,00,000	73,802	77,492
	Rs.28,00,000	74,731	78,468
	Rs.29,00,000	75,661	79,444
Category 'D'	Rs.30,00,000	76,590	80,420
	Rs.31,00,000	77,520	81,396



“

Example of calculation monthly payment to be made to the beneficiaries of e-Taxi(s) on Pro Rata basis by hiring departments/Organizations under RGSSY-2023

Example 1:

• Ex-showroom **Price of the vehicle:** Rs. 12,20,000

Calculation:

1. **Amount payable for a vehicle with an ex-showroom price of Rs. 13,00,000** = Rs.57,789
2. **Amount payable for a vehicle with an ex-showroom price of Rs. 12,00,000** = Rs.56,859

Difference in amount payable:

Rs. 57,789 – Rs. 56,859 = Rs. 930

The difference for every **Rs. 10,000** increase in the ex-showroom price = $930 / 10 = \text{Rs. } 93$

So, for every **Rs. 10,000** extra, the price increases by **Rs.93**.

For an increase of Rs. 20,000 ($\text{Rs. } 10,000 \times 2$), the price will increase by $\text{Rs. } 93 \times 2 = \text{Rs. } 186$

Final Amount to be Paid (Excluding GST):-

$\text{Rs. } 56,859 + \text{Rs. } 186 = \text{Rs. } 57,045$

Example 2:

• Ex-showroom **Price of the vehicle:** Rs. 18,90,000

Calculation:

1. **Amount payable for Rs. 19,00,000 ex-showroom price** = Rs. 64,366
2. **Amount payable for Rs. 18,00,000 ex-showroom price** = Rs. 63,427

Difference in payable amount:

$\text{Rs. } 64,366 - \text{Rs. } 63,427 = \text{Rs. } 939$

Difference for every Rs. 10,000 increase in the ex-showroom price = $939 / 10 = \text{Rs. } 93.9$

For every **Rs. 10,000** increase, the payable amount increases by **Rs. 93.9** (Rounded off to Rs. 94).

For an increase of **Rs. 90,000** ($\text{Rs. } 10,000 \times 9$), the payable amount increases by $\text{Rs. } 94 \times 9 = \text{Rs. } 846$

Final Amount to be Paid (Excluding GST):

$\text{Rs. } 63,427 + \text{Rs. } 846 = \text{Rs. } 64,273$