

Form No.....

PEPSU ROAD TRANSPORT CORPORATION
(A State Transport Undertaking)

PRTC
"AAPNI GADDI APNA ROZGAR SCHEME"

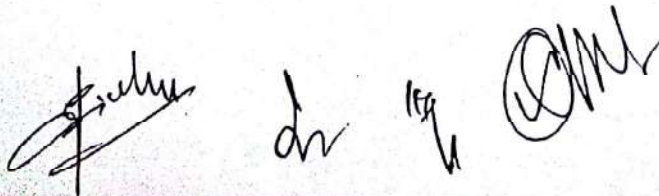
for

HIRING OF HVAC BUSES ON LEASE

BY


PEPSU ROAD TRANSPORT CORPORATION
NABHA ROAD, Patiala - 147001

Price Rs. 2000/-

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CHECK LIST OF DOCUMENTS AND FORMALITIES FOR SUBMITTING THE TENDER

S. No.	Name of Document	Tick (✓) wherever necessary	Remarks
1	Tender Form No.		
2.	Name and address of applicant		
3.	No. of HVAC buses applied for		
4.	Mention Demand Draft No. of Earnest Money attached		
5.	Amount of Earnest Money attached		
6.	Whether proof of residence attached		
7.	Whether per KM rate has been filled in the requisite form		






**MANAGING DIRECTOR
PEPSU ROAD TRANSPORT CORPORATION,
NABHA ROAD, PATIALA 147001
PHONE NO. 0175-2311715-17**

Form No.

**APPLICATION-CUM-TENDER FORM FOR
PROVIDING HVAC BUSES ON LEASE TO THE PRTC**

Rs. 2000/- (Non-Refundable)

Deposited vide receipt No Dated

To

The Managing Director,
Pepsu Road Transport Corporation,
Patiala.

Sub:- APPLICATION FOR HVAC BUSES.

Sir,

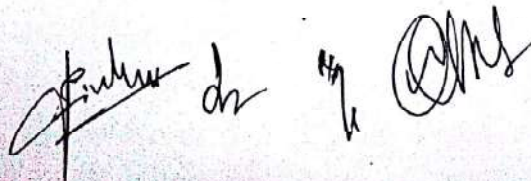
In response to your advertisement in _____
dated _____. I/We _____
hereby offer to provide _____ number of HVAC buses for lease
to the Pepsu Road Transport Corporation, Patiala. I/We undertake to
abide by all the terms & conditions prescribed by PRTC and I certify
that I am a resident of Punjab/Chandigarh or I am a non-resident
Indian of Punjab origin as specified in the terms and conditions.

1. Name of Applicant _____
2. Father's Name _____
3. Residential Address (with telephone No. if any)

4. Proof of Address (Ration card, Voter card, Pan card, Electricity
& Telephone bill, Bank Account)

5. Official Address (with telephone No. if any)

6. Earnest money deposited Demand Draft No. _____
Date _____



7. Neither I own any stage carriage route permit for similar category of in my name nor I am presently operating more than two buses under km Scheme in PRTC.

DECLARATION:

I/We hereby state that the above information is true to the best of my/our knowledge and belief and nothing has been concealed and over stated therein and if any information is found wrong application may be rejected.





Yours faithfully,

Place : _____

Dated : _____

Name : _____

Attach : - Please attach proof of residence of Punjab or Chandigarh (Ration card, Voter card, Pan card, Copy of passport, Electricity & Telephone bill, Bank Account without which Application is liable to be rejected.

RECEIPT

- 1). Received an Amount of Rs _____ through Cash
Receipt No./ D.D _____ dated _____
From Sh./Smt./M/s _____ R/O: _____
_____ against Form
number for _____ HVAC.
- 2). Received tender form number _____
along with earnest money of Rs. 1,00,000 for each Bus
through demand draft No. _____ drawn at
_____ dated _____ for amount

Authorized Signatory









FINANCIAL BID FOR HVAC BUSES

(TO BE SUBMITTED BY _____ TILL _____ HRS
ALONG WITH APPLICATION FORM AND OTHER DOCUMENTS AND
FINANCIAL BID WILL BE OPENED ON THE SAME DAY AT 15.00 HRS
OR DATE AND TIME OF OPENING OF BID WILL BE INFORMED AT
THE TIME OF SUBMISSION OF BID)

RATES TO BE QUOTED BY BUS OWNER. (Put in sealed envelope
with Complete name, address and application number on the
envelope)

NEW BUS(without HSD*)

Per KM hiring Rates for HVAC bus as per specifications and
terms & conditions of Pepsu Road Transport Corporation, Patiala.

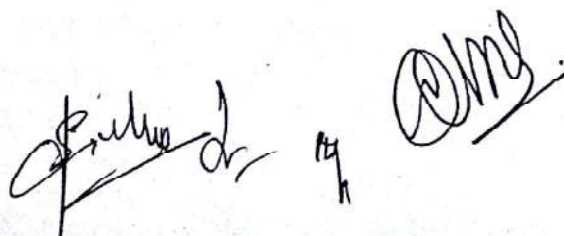
***HSD will be provided by PRTC from its own dispensing units
at the respective depots @ 4.00 KMPL.**

Type of bus	No. of bus (es)	Make of bus	Rates per kilometer (In figure)	Rate per kilometer (In words)
HVAC				

Note : In case of difference in words and figure the rates quoted in words will prevail.

1. Signature of applicant : _____
2. Name of applicant : _____
3. Address of applicant : _____
4. Form no. _____
5. Earnest money deposited vide draft no. _____
6. Earnest money amount _____

**(RATES WILL NOT BE CONSIDERED IF EARNEST MONEY NOT
SUBMITTED FOR THIS CATEGORY)**

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LEASE AGREEMENT

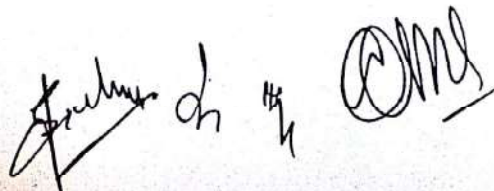
This lease Agreement is made on this day of.....
Between the, Addl.Managing Director PRTC, Patiala, which
expression shall include his successors, administrators and
assignees (hereinafter called the 'First Party') and
Sh..... which
expression shall include his/ their legal heirs, executors,
representatives and assignees (hereinafter called the 'Second
Party').

WHEREAS the First Party intends to introduce new HVAC
bus/buses under Kilometer Scheme by taking their buses from the
General Public on lease to operate on the routes on which PRTC
holds valid 'stage carriage permits' for the convenience of the public
under the Scheme.

AND whereas the second Party has agreed to give
_____ HVAC bus/ buses to the First Party on lease for a period
of Six + one year from the date of **operation**.

Now, the parties hereto have agreed on the following terms and
conditions:-

1. That the expression of the party of 'the second party' shall
include their respective heir, executors, representatives and
assignees.
2. That the first party intends to reinforce the fleet of PRTC by
taking on lease HVAC buses to operate on the routes on
which the PRTC hold valid stage carriage permits for the
convenience of the commuting public under the leased
agreement.
3. That the second party will provide..... HVAC bus/buses duly
registered **in the name of GM.PRTC or any other officer as
communicated by PRTC**.
4. That the second party has agreed to give its aforementioned
HVAC bus/buses to the first party on lease for a period of Six
+ one year from the date of induction, in the terms and
condition appended here with and the same may be read as
part of this agreement.
5. That the terms and conditions appended here-with shall
override all other communication, either written or verbal,
which may have been issued before this date.
6. This Agreement is irrevocable for a period of Six + one year
except in case of breach of any of the appended terms and
condition by second party (except the _____), where no
notice is necessary to be given). The first party reserves the
right to terminate the agreement after giving three months



- notice and would be entitled to sue the 2nd party for claiming damages/ compensation, if any.
7. However PRTC can change **the** route or make a combination of routes to make **the** operation **of the buses** viable.
 8. **The buses operated under this scheme can be shifted to any of the depots of PRTC as per the operational requirement.**
 9. The Per kilometer rate shall be given on average mileage covered by the HVAC bus during the 15 days period. The bill shall be raised after every 15 days. Days on which bus is not operated, then that day will be deducted while calculating average.
 10. The Terms and conditions mentioned in Annexure A form a part of this agreement and are acceptable by both parties.
 11. That, in case of any dispute between the parties, The Managing Director, PRTC, Patiala or any other officer deputed by the PRTC will act as Arbitrator and his decision will be binding on both parties.
 12. That this deed of agreement will be effective from today i.e.

12. Arbitration Clause

All the disputes and differences arising out in any way touching or concerning this deed whatsoever shall be referred to the sole arbitrator i.e. the Managing Director, Pepsu Road Transport PRTC, Patiala or any authority nominated by MD, PRTC shall act as Arbitrator for settling any dispute arising between the parties. There will be no objection to such appointment that the arbitrator so appointed and in the course of his duties as such Government/PRTC servant he has expressed his views on all or any of the matters in dispute. The award of such arbitrator shall be final and binding on the parties to the agreement.

In witness where of the parties here to have set their hands in the presence of witnesses.


Witnesses:

1.

1st Party

2.

2nd Party

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SCHEME FOR HIRING OF HVAC BUSES FROM GENERAL PUBLIC BY PRTC

1. PURPOSE

To reinforce the fleet of PRTC by hiring HVAC buses in a phased manner and to operate on the routes, on which PRTC holds valid permits for the convenience of the people.

2. DEFINITION

2.1 "Hired Bus" means Standard HVAC Bus hired by the Corporation under certain rules and regulations and would be operated as stage carriage on the routes of the PRTC and would be paid according to the rates mutually agreed by PRTC and the owner of the bus

2.2 "Bus" means a HVAC bus fabricated as per **AIS 052 (Rev I) with type III approved** and colour scheme approved by PRTC on the chassis with a minimum wheelbase of 244" with Front and Rear Air Suspension adhering to Euro-IV norms and having minimum seating capacity of **43+1+1 (Reclining Push back)** seats as per the **source approved** by PRTC.

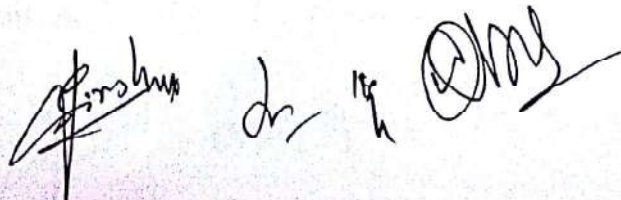
3. METHODOLOGY OF HIRING

3.1 Tenders will be invited from the public (residents of the State of Punjab and U.T. Chandigarh) asking for the rates at which the tenderer will provide HVAC bus to PRTC on per KM basis. Tenders will be received only at the Head Office, Nabha Road Patiala on or before the date and time mentioned in the Tender Notice. Tenders without quote of rates will be rejected. The tenderer has to quote the rates in figure as well as in words. Any tender form with cutting/overwriting of any form on the rates quoted by the tenderer will not be entertained and the application will be rejected.

a) Applications must be submitted along with the earnest money of Rs. 1,00,000/- **per HVAC bus in the form of Bank Demand Draft drawn in favour of MD PRTC payable at Patiala.**

The EMD will be forfeited in the following cases:

- b) If the applicant withdraws the application for making any modification in the rates, terms and conditions **after opening of the financial bid and** before acceptance of application by the MD/PRTC.
- c) **If the successful bidder fails to sign the agreement along with the amount of security within 7 days of issue of acceptance letter.**



- d) The successful applicants shall have to enter into a lease agreement with PRTC under the terms and conditions as detailed above within 7 days of issue of acceptance letter. In case the successful applicant does not enter into lease agreement as stated above, **the EMD submitted along with the tender will be forfeited.**

The HVAC bus/buses being provided by the manufacturers/ firms should be built as per **AIS 052 code** and colour Scheme approved by the PRTC. Bus chassis should be of 2018 model.

- 3.2 The scheme has been introduced to provide self employment opportunity to the unemployed person as such each applicant can apply for maximum of two buses. Subject to the condition:

(a) any existing KM scheme bus operator of PRTC having only one bus of **same category** can apply for one more bus and those operators who are already plying more than two buses **in the same category** are not eligible to apply.

(b) should not have any route permit for similar category of buses in his/her name.

- 3.3 Tenders must be submitted alongwith Earnest Money of Rs. 1,00,000/- for each HVAC Bus in the shape of demand draft in favour of MD, PRTC, Patiala. Tenders without earnest money shall not be accepted. Earnest money of the successful bidder will be adjusted towards the security and will be refunded on completion of the contract agreement.

4. RATE OF PAYMENT

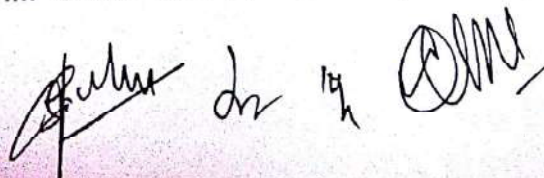
- 4.1 The successful bidder will be paid on the Per KM basis as per the rates mutually agreed by PRTC and the owner of the bus on fortnightly basis i.e 1st to 15th and 16th to 30/31th of each month as the case may be.

ii) In addition to the above amount the owner of the bus will be provided HSD as per the norms fixed by PRTC from its own dispensing units.

iii) For calculating the amount of HSD to be issued to the owner of the bus, the KMPL of the HVAC bus will be considered as 4.00 km per litre.

- 4.2 If the operated KMS are less than 50% of the daily scheduled KMS on any day no payment will be made for that day. However no recovery on account of diesel will be made.

- 4.3 The buses will be deputed by the Corporation on rotation basis including hill area. Rs. 1/- extra per Kms will be paid for



operation in hill area for the mileage declared as Hill route by the respective States.

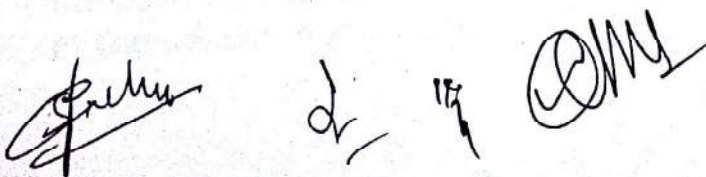
- 4.4 The detailed terms & conditions of the Lease are attached at Annexure 'A'.

5. OVER RIDING EFFECT

The above scheme has no over-riding effect on the terms & conditions attached with the tender document.

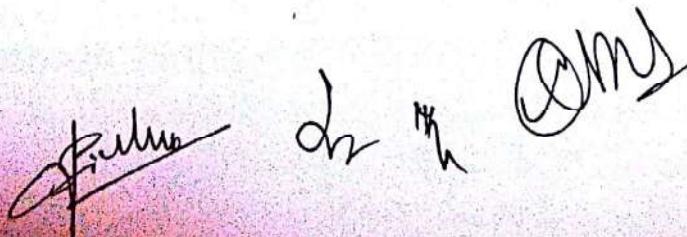
6. Procedure for short listing the successful bidder.

- 6.1 Since the buses are required in different depots the bidder has to give three options for the depots for operation of the buses offered in the order of his preference.
- 6.2 Successful tenderers will be selected on the rates they quote on per KM basis in the financial bid form. Tenderer quoting lowest rate will be offered first right of agreement for the depot for which he has quoted. Other tenderers in sequence of quoted rates (L2, L3 and so on) will be given right to match rate of L1 Bidder within 24 hours of opening of financial bids. This consent is to be given up to 5 p.m. by the next working day of declaration of L1 rates after which consent will not be considered and the bidder with the next higher rate will be offered letter of acceptance. Choice of depot will be offered based on the requirement of the depot for which bidder has quoted. In case the requirement of the depot is exhausted and next bidder has also given his choice for the same depot, he will be given choice of operation in the second choice of his depot. If even buses of that depot are already allocated, he will be given choice of third depot. If none of the depots of his choice is available, he will be given choice to introduce buses in any depot. This exercise will be continued from bidder quoting lowest rates to highest rates till complete requirement of PRTC is fulfilled. Choice of depots will be finalized on next day of closing day of receiving consent and bidders will be required to be physically present in the office for this purpose at 11.00 A.M.
- 6.3 The selected tenderer has to sign an agreement for providing the buses within seven days of intimation of acceptance of the rates sent by this office failing which the EMD deposited by the tenderer at time of submitting the tender will be forfeited.

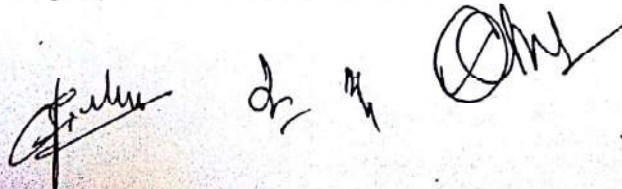
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Terms and conditions for induction of KM Scheme buses.

1. Pepsu Road Transport Corporation intends to hire HVAC buses on lease basis. The design and specifications of these buses are as specified in Annexure 'B' of the tender form.
2. The owners of the bus (es) desirous of giving his/their buses on lease to the PRTC will have to deposit a sum of **Rs. 1,00,000/- per HVAC Bus** in shape of Demand Draft in favour of **Managing Director, PRTC, payable at Patiala** as earnest money along with the application. The earnest money of un-successful bidders will be refunded without any interest after the finalization of the tender. The earnest money deposited by applicants, whose bus (es) is/are taken on hire/lease will be retained by the Corporation as interest free security, which will be refunded to them after the expiry of the lease period.
3. The owner of the Private Bus shall quote the rate in the tender on KM basis. **The rates quoted will be valid for six months. If The bidder is not issued LOI in the first phase, he will be issued LOI in the subsequent days as per the requirement of PRTC within the next six months from the date of his acceptance of the rates, finalized by PRTC and L1.**
4. The second party shall get the bus registered in the name of the GM/PRTC of the respective depot in which the bus is to be operated. However, the expenditure on account of the registration of vehicle will be borne by the second party and on completion of contract agreement ownership of vehicle will be transferred in the name of second party & any expenditure on this transfer of registration shall be borne by the second party. The buses provided by second party shall be covered by comprehensive insurance and the cost shall be borne by the second party.
 - a) The Comprehensive Insurance has to be renewed regularly and the expenditure on this account shall be borne by the second party. The driver provided by the Second Party shall hold a valid smart card driving license all the time. If, in case of any incident of accident, the licence of driver is found duplicate/invalid than the responsibility of all the claims imposed by the competent court shall be the sole responsibility of the second party alone.

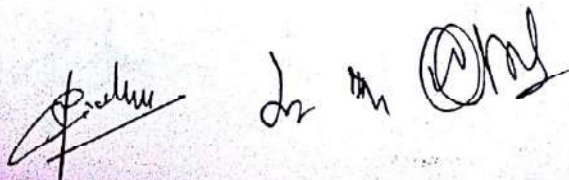
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- b) In case of non-renewal of the comprehensive insurance policy by the second party, bus shall not be allowed to operate on the route. However, any claim arising out due to lack of insurance cover, the second party will be sole responsible for the payment of award pronounced by the Hon'ble court.
- c) The purpose of registration of buses in the name of GM/PRTC is to ensure the smooth plying of these buses in adjoining States/UT. However, for all intent and purpose the second party shall be responsible for providing the driver, maintenance of the vehicle, insurance of the vehicle and all the expenses will be borne by the second party for operation of the buses.
- d) The MD/PRTC will pay the lease charges on per kilometer basis to the **second party**, as per the rates mutually agreed by MD/PRTC and the **second party** at the time of application and these rate will remain firm for the **full** period of agreement. **No request for increase in Rates once agreed will be entertained at any later stage.**
- e) The **MD/PRTC** reserves the right to reject any **or all** the applications without assigning any reason thereof.
- f) **MD PRTC reserves the right to increase/decrease the number of buses to be hired under KM scheme at any stage of the bidding process.**
- 5. If any contraband or explosive items banned by the Govt. for transportation of any nature is found in the leased bus in question by the Police authorities on checking, then the owner of the bus shall be liable for the said offence and the PRTC will not be responsible for the same and in that event the agreement shall stands terminated forthwith without any notice and the amount of security shall automatically stands forfeited. However, departmental action against the conductor will also be initiated.
- 6. The owner of leased bus (es) will provide detailed bio-data alongwith copy of a valid smart card driving license of the driver to the concerned General Manager of the depot in which he was operated. In case of change of driver prior intimation along with the relevant document should be provided to the concerned depot. In case the driver is changed without prior intimation to the concerned depot the vehicle/bus will not be operated on the routes and the loss suffered by the PRTC shall be recovered either partly or fully.
- 7. As per the Government of India notification No. regarding the hiring of bus the Service Tax against the stage carriage permit is exempted, however if in future any Service



Tax in any form is levied against hiring of buses against stage carriage permits, the same shall be reimbursed to the Second Party on production of receipt of such tax paid against the particular bus to the concerned department.

- b) If the bus owner does not pay any taxes/charges of the Government relating to the bus except Service Tax/GST etc. then the responsibility of the same shall be of the owner of the bus and PRTC shall not be liable for the same. In case of any default in the above owner of the bus will be liable for any deficient amount exceeding the security and the same can be recovered from the dues of the operator payable by the Corporation or otherwise.
8. As per the Government of India notification No. regarding the hiring of bus the Service Tax/GST against the stage carriage permit is exempted, however if in future any Service Tax/GST in any form is levied against hiring of buses against stage carriage permits, the same shall be reimbursed to the Second Party on production of receipt of such tax paid against the particular bus to the concerned department.
- b) If the bus owner does not pay any taxes/charges of the Government relating to the bus except Service Tax/GST etc. then the responsibility of the same shall be of the owner of the bus and PRTC shall not be liable for the same. In case of any default in the above owner of the bus will be liable for any deficient amount exceeding the security and the same can be recovered from the dues of the operator payable by the Corporation or otherwise.
9. The driver of the bus will remain to be the employee of the owner of the bus and the owner will be liable for enforcing all the labour laws like payment of Minimum Wages Act, PF Act, ESI Act and any other labour legislation etc. He will be liable to maintain proper accounts of all mandatory deductions and deposits thereof with respective authority duly verified by C.A. from time to time and will submit the details/challans quarterly to PRTC. PRTC shall not be responsible for any liability on this account.
10. If the bus(es) is/are not available with the owner immediately on acceptance of his application by PRTC, the owner shall have to produce the bus(es) for completion of formalities and for starting the operation within 3 months from the date of issue of acceptance of the application of the owner by the PRTC. In case the owner fails to supply the bus(es) within the aforesaid period, the security deposited by the owner shall stand forfeited. However, the period of three months can be

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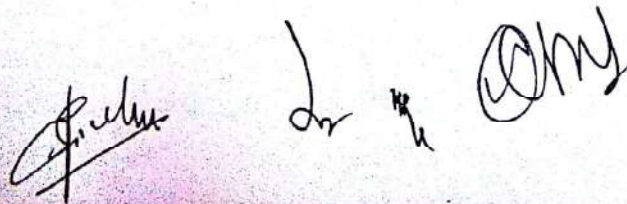
extended by another one month at the discretion of the Managing Director of PRTC, only in exceptional/ constrained circumstances. however, the owner of the bus shall be liable to pay a penalty of Rs.1500/- per day till the bus is put on route subject to a maximum of 30 days beyond which no request for further relaxation in time will be entertained and the Contract Agreement signed with the tenderer will be terminated alongwith the forfeiture of Security.

11. The buses offered for lease in the PRTC should be registered in the State of Punjab. The bus(es) should always carry, while in contract with PRTC, a valid fitness certificate, Non-polluting vehicle certificate and other documents required as per the law. In case of non compliance, if any fine is imposed by any authority the same shall be paid by the owner of the bus. The bus should be in good condition. The owner of leased bus(es) shall provide the bus(es) with spare-wheel, spare kit, Tarpaulin, Jack and all other necessary tools.
12. The bus(es) will be taken on lease by the PRTC for a period of 7 years for HVAC in the first instance and it can be extended further on year to year basis provided the bus(es) are in good condition as per the satisfaction of PRTC and is mutually agreeable to both the parties.
13. The Corporation will pay lease charges on per KM basis to the owner of the bus, as agreed between the party and PRTC. The Corporation will provide a guarantee of coverage of KMs. as given below:

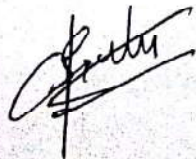
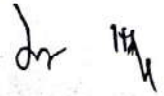

For first 4 years	14,000 Kms. Per month
For 5 th year	13,000 Kms. Per month
For 6 th year	12,000 Kms. Per month

1) The leasing charges will be paid by PRTC to the owner of the bus on fortnightly basis i.e 1st to 15th and 16th to 30/31st of each month as the case may be. The owner of the leased bus should ensure that the bills for the leased charges duly supported with relevant document is submitted within time to concerned General Manager.

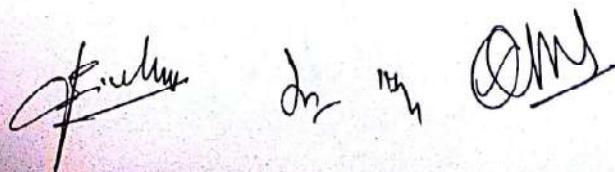
2) Assured mileage will be calculated on quarterly basis. The owner of the leased bus should ensure that the bill for leased charges duly supported with relevant documents is submitted within time to concerned General Manager.



14. The bus owner will provide the bus/buses as per the specification given at **Annexure "B" and colour scheme and drawings approved by PRTC.**
15. If there is any change in the Tax structure or any other statutory levy which passes on any monetary benefit to the owner of the bus, over and above the existing tax structure, then PRTC shall have the right to reduce the per KM leasing charges proportionately.
16. In the event of the leased bus having been challaned for any of the violation of the provisions of the Motor Vehicles Act/Rules of the land, the conditions attached to the stage carriage permit except the offence of overloading shall be got disposed off by the owner of the leased bus at his own level.
17. The owner of the leased bus(es) shall maintain a vehicle log book in the Performa prescribed by PRTC for each bus. The log book should be got attested by the owner daily from the conductor attached with the bus and from the authorized officer of the Corporation every week.
18. For the purpose of reckoning the minimum guaranteed kilometers, the kilometers cancelled on account of mechanical break down enroute shall be accounted for. If the leased bus suffers breakdown on the way and it covers less than 50% of the scheduled route Kms, allotted for the day, then nothing will be paid to the owner, except HSD consumed by the hired bus. No recovery of diesel will be made if bus covers less than 50% of allotted mileage. If the hired bus covers more than 50% of the schedule Kms, then the payment will be made for actually covered Kms. However, for the mileage covered less by the hired bus the owner will have to make payment of SRT per Km alongwith suitable penalty for the mileage /missed (covered less).
 - (a). If the driver/owner of KM scheme buses intentionally miss the route rotation/ duty roster or a part of it the recovery of loss suffered by PRTC shall be made from the payment to be made to KM scheme bus owner on the basis of average receipt of the route.
 - (b). In case of 3 or more incidents of breakdown of the bus in one fort night the amount of loss suffered on the basis of route shall be recovered fully or partly solely on the direction of concerned General Manager.
19. In the event of unforeseen circumstances, like natural calamities, curfew, bandhs, strike by employees of PRTC,



 Dr  

- beyond the control of Corporation, the owner of the hired bus(es) shall not be entitled for payment of lease charges.
20. The owner of the leased bus(es) will have to provide bus(es) with Driver(s), tools, first aid-box etc. at least half an hour before the scheduled time of operation. The expenditure on account of oil and lubricants, tools, tyres and tubes, spare parts and all kind of maintenance of the bus(es) shall be incurred by the owner.
 21. The owner of bus will be allowed two off days in a month for routine maintenance and upkeep of the bus. For major overhauling he will be allowed four additional off days for maximum two times in a year. However, prior intimation regarding taking the bus off route for repairs will be given by the owner in advance and shall have to be approved by the concerned authority. He will give prior information in this behalf i.e. 24 hours in advance. For non-supply of leased bus(es) without prior information, penalty to the tune of Rs. 2500/- for the first day and Rs. 3000/- for the subsequent days for HVAC bus would be charged from the owner of the leased bus. In addition to the above penalty the SRT/MVT of the route not operated by the KM scheme operator will be recovered from the owner of the bus. In case of repeated missing of the mileage on account of absence of the bus or breakdown on route the concerned General Manager may impose a penalty to recover the loss of revenue on account of miss mileage either partially or fully. However in the case where the leased bus(es) meets with an accident or is in Police custody or forcing its detention due to accident in a workshop for carrying out repairs and intimation in this behalf is given by its owner well in time to the PRTC authorities, no penalty shall be imposed upon its owner for non-providing of leased bus(es) for the period it/these remained detained/off road. In case the owner fails to provide bus for continuous period of 10 days without intimated to the concerned depot, the contract agreement should be terminated and security will be forfeited.
 22. The Motor Vehicle Tax (SRT for the Route Permit) if any in respect of the leased bus(es) will be paid by the PRTC. Any other taxes and charges relating to the bus like registration, M.V.I., Pollution check-up fee etc. will be paid by the owner of the leased bus/buses.
 23. The owner of the leased bus shall bear all liabilities arising out of the operation of the leased bus e.g. all the claims arising out of accidents of leased bus/buses shall be contested by the owner of the leased bus/buses at his own expenses and in the

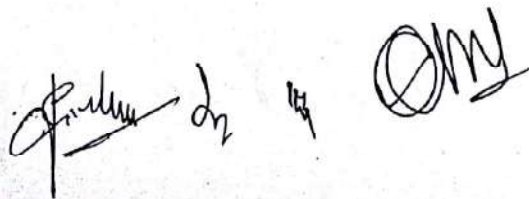


event of the claim case having been decided in favour of the Insurance Company by the Motor Accidents claims Tribunal due to any reason whatsoever, the amount of compensation so awarded by the MACT shall be paid by the owner of the leased bus/buses. The owner shall also be responsible for complying with all statutory laws related to his employees i.e. Drivers, Helpers etc. for deduction of ESI, CPF etc. of the engaged Drivers/Helpers of the bus/buses leased.

24. The operational control over the leased bus(es) will be exclusively of PRTC. The bus(es) taken on lease will not be for any specified permit or any specified route. The leased bus will become part of the fleet of the PRTC and can be operated on any route. The route on which the leased bus has to operate will be decided by Traffic Manager/General Manager of PRTC which may be changed by PRTC from time to time as per its needs and requirements. The owner of the leased bus will have absolutely no control over the leased bus in respect of the route on which, it has to operate, the time and place at which it has to start, the places at which the leased bus has to stop enroute its destination etc.
25. The leased bus(es) shall be painted as per color scheme approved by the PRTC. The PRTC will have the right to display advertisement boards on the leased bus(es) in the interior and exterior portion of the leased bus or install mobile phones/Electronic Displays and the income earned from that shall be of the PRTC. After termination/completion of the contract, the owner of the bus shall remove the color scheme of the bus at his own expense and only then his security will be refunded.
26. i) The bus operator shall have to provide CCTV camera complete(at least two in no. alongwith the viewing screen of Minimum 7") and the bus fitted with a Global Positioning System Device (GPS) with FMD as recommended by the PRTC. Since this system will benefit both the Corporation and the owner of the owner of the bus, the recurring expenses of operating the system of Rs. 1000/- per month (approximate) or actual will be borne by the owner of the leased bus. In case the GPS instrument is damaged or is rendered non functional by the fault of the operator then the same will be replaced by owner of the bus within three days and in case of non compliance thereafter a suitable penalty will be imposed on the owner of the bus. However, in case of fault in the GPS device due to GPS supplier then no penalty shall be imposed on the operator.

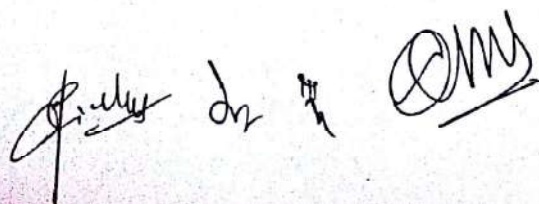
 Dr. H. 

- (ii) The total KM operated in a day shall be certified as per the fare table approved by the respective secretary RTA for the specific route. For the purpose of calculation and certification of total KMs performed on any day, the distance from point of such trip shall be based on the actual Kms. performed or the schedule Kms. of any trip. Further the PRTC is at liberty to change over to reckon the Kms. performed by the bus on any day by such devices as mentioned above, PRTC is at liberty to reckon the kilometers performed with the help of electronic devices such as GPS, Speedometer of the Bus.
27. The PRTC will provide a conductor for the operation of the leased bus. The bus will be under the control of conductor, who will conduct the bus. The bus driver shall not start the bus unless the conductor gives proper signal to the driver to start the bus, whenever and wherever the conductor asks him to do so. The second party will have absolutely no operational control over the bus taken on lease by PRTC. The driver of the bus while driving the leased bus on the route of the PRTC will be under the control and command of Transport authorities. In case the driver provided by the second party is not performing duty to the satisfaction of the General Manager the second party has to replace the driver immediately. The second party shall be responsible to make arrangements immediately for the suitable substitute.
28. The owner(s) of the leased bus will/shall ensure that the Driver(s) engaged by him/them to operate the bus(es) leased to PRTC is/are Medically fit to drive Heavy passenger Vehicle on Plain as well as Hill roads. He should not be color blind. Therefore, the owner will get the driver medically examined from the Govt. dispensary/Hospital. The driver of the leased bus shall carry fitness certificate to the effect that he is fit to drive the bus. In case of any violation or mishappening due to the unfitness of the driver being unfit, the owner of the Bus will be responsible for the consequences.
29. The Conductor of the bus will carry necessary equipments for the issuance of ticket to the passengers. The freight and fare charges will be collected by the Conductor for and on behalf of the Corporation. The tickets to the passengers will be issued by the PRTC. The owner of the bus will have no concern with the fare charged from the passengers travelling in the leased bus. Similarly the passengers travelling in the leased bus will have no liability to pay any amount on account of fare to owner of the leased bus. The contract for carrying the

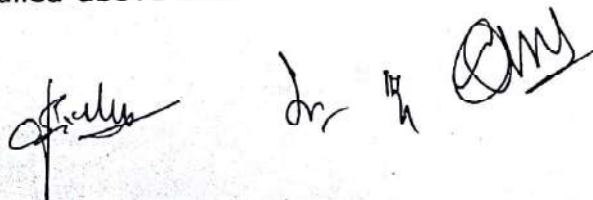
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passenger from one place to another will be between the passengers travelling in the leased bus and PRTC and not between the passengers and the owner of the bus. In case of any deficiency in service or mis-conduct on the part of the Driver and /or conductor of the bus taken on leased by PRTC, the PRTC will be responsible for and entitled to check the bus taken on lease by PRTC in the same manner in which it is responsible for checking the buses actually owned by PRTC. In case the Driver of the bus fails to stop the bus on a checking signal given by the Inspectorate Staff of the Corporation, the Corporation shall be entitled to charge penalty of Rs. 1000/- per signal from the owner of the leased bus.

30. The leased bus will not be used by the owner for carrying passengers for him or on behalf of others or for any other purpose under any circumstances. In case any such incident occurs then it will be assumed as a fraud being committed against the Corporation. Consequently beside the termination of the contract and forfeiture of the earnest money/security, the Criminal proceedings will be initiated against the owner of the bus.
31. The PRTC will have the right to cancel the lease agreement in case it comes to the conclusion that the leased bus(es) does/do not conform to the provisions of Motor Vehicles Act or that the leasing contract of the bus(es) was obtained by the owner by suppressing and concealing relevant information from PRTC or for any other reasonable ground.
32. The owner of the leased bus will be responsible for observances of all statutory provisions of the Motor Transport Workers Act, Motor Vehicle Act, 1988 and the Rules framed there under.
33. If the leased bus/buses owner wants to cancel the hire agreement, he can do so by giving three months notice to the Addl. Managing Director, PRTC or any other officer of the PRTC authorised by the MD.
34. Any change in the ownership in exceptional circumstances has to be carried out with the prior approval of the Corporation for which a transfer/processing fees of Rs.25000/- per bus will be paid to the Corporation in advance. The other formalities with the registering authority shall be completed by the owner at his level and at his cost. However, no change of ownership will be allowed during the 1st 3 year's of agreement.
35. The driver of the leased bus shall be responsible for Providing of the route board.

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36. A penalty upto Rs.1000/- shall be imposed against the owner/driver for negligence of the driver resulting into loss to the Corporation by not picking up the passengers enroute, late departures, early arrivals etc. For repeated negligence of such kind the said driver will be replaced immediately by the 2nd party. If the same negligence is found by the new driver also then the contract with the Second Party can be cancelled besides forfeiting the Security/Bank Guarantee.
37. In the conditions/circumstances beyond the control of the PRTC like curfew, bandhs or Natural calamities etc. the owner shall be paid the actual Kms. covered by the Bus and conditions enlisted at parawill not be applicable.
38. The owner of the leased bus shall not use the bus covered under the agreement for any other purpose.
39. In case the owner of the bus or his driver violates any of the above conditions. The PRTC reserves the right to terminate the contract after giving one month's notice.
40. The Driver should not be a dismissed/terminated employee of the Corporation and should not be more than 55 years of age.
41. The operation of hired bus via bye pass / over bridge unless directed shall invite penalty of Rs. 1000/-
42. It is the sole responsibility of the driver to pick up the passengers from every authorized stoppage.
43. These leased bus/buses can be sent on interstate routes for which permit are held by the PRTC.
44. In case of the death of the owner of the leased bus his/her legal heir will enter into a fresh agreement with the Pepsu Road Transport Corporation within a period of three months of the demise of the original owner. In case this is not done within the stipulated period, then the lease agreement will be treated as cancelled without issuing any notice to the legal heirs.
45. The PRTC will constitute a technical team for inspecting the buses and to ensure that the buses are being fabricated strictly as per the terms and conditions and specification including the length of the chassis given in this tender document which also form an annexure to this agreement. The buses will be put on route only after acceptance by the Corporation. Non-conformation of drawings, specifications, paint scheme etc. provided by the M.D.PRTC will lead to the cancellation of the agreement.
46. The successful tenderers shall have to enter into a lease agreement with PRTC in which the terms and conditions as detailed above shall be mentioned. In case the renderer does

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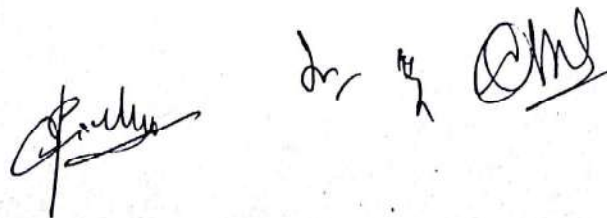
not enter into a lease agreement as stated above he shall not be eligible for consideration of the tender application submitted by him and security forfeited.

47. An Escrow account will be opened by the General Manager of depot concerned in the bank in which major business of PRTC is being carried out and payment to party No. 2 will be made through this Escrow account on the dates as per agreement.
48. Maximum number of buses by an individual or Society or Company or any legal entity can provide to the Corporation will be Subject to the **below mentioned** conditions:
- (a) any existing operator having only one bus in the same category in the same category can apply for one more bus and those who are already plying more than two buses in the same category are not eligible to apply.
- (b) should not have any route permit in the same category his/her name or any of the company, firm, society, registered in his name.
49. **Penalty of Rs.200 per offence per incident will be imposed if:**
- * The driver is not wearing proper uniform as approved by the PRTC.
 - * LED destination board are not in working order.
 - * The Air Condition system of the bus is not working properly.
 - * The TFT are not in working order.
 - * GPS system not in working order.
 - * If the bus is not washed properly from outside and not cleaned from inside.


50. **Arbitration Clause**

All the disputes and differences arising out in any way touching or concerning this deed whatsoever shall be referred to the sole arbitrator i.e. the Managing Director, Pepsu Road Transport Corporation, Patiala acting as such at the time of the reference. The Managing Director PRTC or any authority nominated by MD, PRTC shall act as Arbitrator for settling any dispute arising between the parties. There will be no objection to such appointment that the arbitrator so appointed and in the course of his duties as such Government/Corporation servant he has expressed his views on all or any of the matters in dispute. The award of such arbitrator shall be final and binding on the parties to the agreement.

- 53 In cases of dispute between the parties, the Courts at Patiala will have the jurisdiction for adjudication.




- 54 The Corporation has the right to reject any tender without assigning any reason
55. Conditional Tenders will not be accepted.


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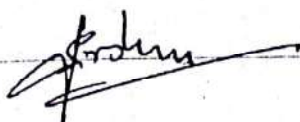

GM(O)


GM(PTA)/SLA


GM(C/W)

SPECIFICATIONS OF HVAC BUSES TO BE INDUCTED UNDER KM SCHEME

1. The full forward control bus shall have right hand drive and to be fitted with engine at the front. The bus shall be designed and fabricated in accordance with the specifications of 'Code of Practice for Bus Body Design and Approval' (AIS052), hereinafter referred to as Bus Code. The bus shall be designed to carry commuters with ease of boarding and alighting especially for ladies, senior citizens and persons with Disabilities.
2. **Engine:-** Engine should be of minimum 220 HP.
3. **Wheel Base:-** As per attached drawing.
4. The Material used in the Fabrication of the bus shall be as per Bureau of Indian Standards (BIS)/ Automotive industry Standards (AIS) specifications and/ or other international specifications meeting/ surpassing the performance and other requirements as given in the Bus Code.
5. **Wind Screen Glasses:-** As per attached drawing single piece of laminated safety glass and Specifications as per AIS052 bus code.
6. **Windows:-** As per attached drawing and Specifications as per AIS052 bus code.
7. **Outer panelling:-** Design as per attached drawing and material as per AIS052 bus code.
8. **Passenger and driver seats:-** As per attached drawing and Specification as per AIS052 bus code. As per the colour and source approved by PRTC.
9. Luggage box, Tool box, First aid box, Conductor box, Fire Extinguisher, Battery box, Space Stepping should be provided as per type approved under AIS052 bus code.
10. **Paints:-** PU metallic paint (as per colour scheme approved by PRTC).

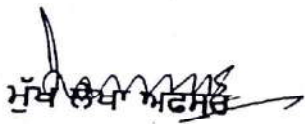


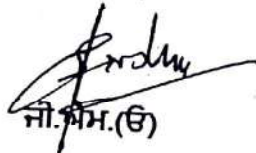
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11. **Audio/Video sound system:-** Audio/Video (DIVX) system with FM of SONY/JVC or any equivalent make with amplifier, speakers (with woofer) and 2 T.F.T. TV Screens shall be fitted (Minimum 32" screen).
12. **HVAC System:-** The Bus shall have heating, ventilation and air conditioning system of appropriate size, type and capacity not less than 12 ton and as approved by bus body code (AIS052). The nominal temperature of 23 to 25 degree centigrade must be achieved in the saloon before boarding of the passengers.
13. **Fans:-** Shall be provided on each seat.
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14. **Destination Boards:-** Two destination boards of appropriate size as per the bus code AIS052 and with each written in English and Punjabi must be installed at the front and rear of bus as per the following details.
- a) **Front Destination Board:-** There shall be display of destination with options in Punjabi & English along with route number in Arabic numerals. The display shall be clearly visible in all weathers at a distance of 50 m. Front destination board (Digital display board) with minimum height of 220 mm and minimum length of 1800 mm.
- b) **Rear Destination Board:-** There shall be display of destination with options in Punjabi & English along with route number in Arabic numerals. The display shall be clearly visible in all weathers at a distance of 15 m. Rear destination board with minimum height of 200 mm and minimum length of 900 mm with minimum horizontal pitch of 8.2 mm and vertical pitch of 10 mm, minimum resolution in pixels 16 * 208 mm, minimum active area horizontal 1705.6 mm, vertical 160 mm, depth of casing 70 mm, minimum pixel diameter 5 mm, minimum viewing angle 135 degree, distance of vision 2m-80m, minimum lightness 700 cd/m:

15. **Electrical Equipment and wiring:-** Electrical equipment and wiring shall be conforming to Indian/ international standards. All cabling shall be as per the provisions of the Bus-code AIS052. The wiring shall be flame proof.
16. **CCTV Camera:-** Minimum 2 cameras of minimum 1.3 megapixel and having a recording capacity of minimum 1 TB HDD and recording of minimum of continuous 100 hrs and 7" LED screen should be fitted.
17. **GPS:-** GPS as approved by PRTC should be fitted from M/s Hi Tech Point Technologies (P) Ltd Chandigarh.
18. **Suspension:-** The bus shall be fitted with air bellow suspension system at both front and rear. It should be fitted with shock absorbers, suitable for trouble free operation and jerk free comfortable ride.


ਮੁੱਖ ਲੇਖ ਮਾਨਸਿੰਗ


ਜੀ.ਐਮ.(ਓ)


ਜੀ.ਐਮ.(ਪਟਿ ਡਿਪੂ)


ਇੰਦਰਜ ਬੀ.ਐਫ.ਸੀ.