

Form No.....

PEPSU ROAD TRANSPORT CORPORATION

(A State Transport Undertaking)

PRTC

"AAPNI GADDI APNA ROZGAR SCHEME"

For

HIRING OF INTEGRAL COACH BUSES ON LEASE

BY

PEPSU ROAD TRANSPORT CORPORATION

NABHA ROAD, Patiala – 147001

Price Rs. 3000/-

[Handwritten signatures and initials]

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 Integral coaches 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 | | |

Handwritten signature
24/4

Handwritten signature

Handwritten signature

Handwritten signature

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

Form No.

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

Rs. 3000/- (Non-Refundable)

Deposited vide receipt No Dated

To

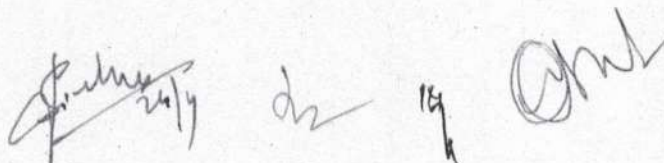
The Managing Director,
Pepsu Road Transport Corporation,
Patiala.

Sub : APPLICATION FOR INTEGRAL COACH BUSES.

Sir,

In response to your advertisement in _____
dated _____. I/We _____

hereby offer to provide _____ number of Integral Coaches
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 Punja/Chandigarh or I am a non-resident Indian of
Punjab origin as specified in the terms and conditions.

Handwritten signatures and dates at the bottom of the page, including a signature dated 24/7, a signature dated 18/7, and a circular stamp.

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 **by Demand Draft No.** _____
Date _____
7. Number of Integral Coach Buses **applied for** _____

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.

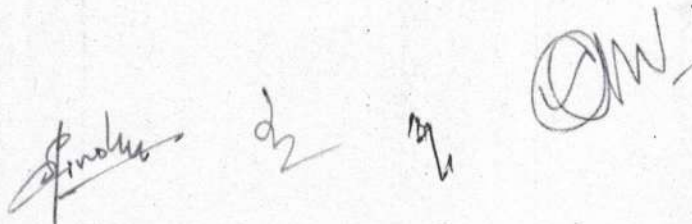
Yours faithfully,

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 or other proof of having resided in Punjab/Chandigarh) without which Application is liable to be rejected. The successful applicants may be required to provide a proof of his residence in Punjab & Chandigarh to prove his domicile.

The bottom of the page contains several handwritten marks. From left to right, there is a signature that appears to be 'S. Prakash', followed by the initials 'dz', then a small mark that looks like 'm', and finally a large, stylized circular signature or stamp.

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 _____ Integral
coaches.
- 2). Received tender form number _____
along with earnest money of Rs. 2,00,000 for each Bus through demand
draft No. _____ drawn at _____ dated _____
for amount _____

Authorized Signatory

The bottom of the page contains several handwritten marks. From left to right, there is a signature that appears to be 'A. Mohan', followed by the initials 'd2', a small vertical mark, and a circular stamp or signature containing the letters 'QW'.

FINANCIAL BID FOR INTEGRAL COACH

(TO BE SUBMITTED BY **15th May 2018** TILL **13.00** HRS ALONG WITH APPLICATION FORM AND OTHER DOCUMENTS AND FINANCIAL BID WILL BE OPENED ON SAME DAY AT 15.00 HRS OR DATE AND TIME OF OPENING OF BID WILL BE INFORMED AT 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*)

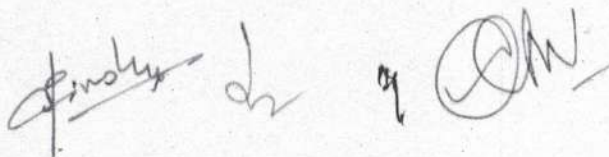
Per KM hiring Rates for Integral Coach bus as per specifications and terms & conditions of Pepsu Road Transport Corporation, Patiala.

***HSD will be provided by PRTC from its own dispensing units at the respective depots @ 3.85 KMPL.**

| Type of bus | No. of bus (es) | Make of bus | Rates per kilometer (In figure) | Rate per kilometer (In words) |
|----------------|-----------------|-------------|---------------------------------|-------------------------------|
| Integral Coach | | | | |

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)

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 Integral Coach 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 _____ Integral Coach bus / buses to the First Party on lease for a period of Six years 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** 3 Integral Coach 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..... Integral coach(es) 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 Integral Coach bus (es) to the first party on lease for a period of Six years 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 years except in case of breach of any of the appended terms and condition by second party (except the serial no:6(f), where no notice is necessary to be given). The first party reserves the right to terminate the agreement after giving three months notice and it 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 Integral Coach 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.

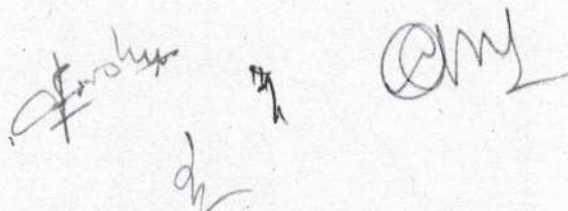
12. Arbitration Clause

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. | 1 st Party |
| 2. | 2 nd Party |



SCHEME FOR LEASING INTEGRAL COACHES

1. Purpose:

To reinforce the fleet of PRTC by **taking on lease** Integral Coach buses and to operate on the routes on which PRTC holds valid Stage carriage permits for the conveyance of the people.

2. DEFINITIONS:

"PRTC " means Pepsu Road Transport PRTC (PRTC).

"AGE OF THE INTEGRAL COACH BUS" shall be determined from the date of manufacturing of the bus. **The second party** shall produce the proof of the purchase of the bus as and when demanded by the PRTC for determining the age of the bus. Bus chassis shall not be older than six months from the date of billing of bus.

"BUS" means new Integral Coach bus built as per **AIS 052 code** and colour scheme as approved by PRTC. Buses should **compliant to** EURO-IV norms and of 2018 model only.

"Leased bus" means such private bus as is on contract with the PRTC under certain rules and regulations contained in a lease agreement and would be operated by the PRTC and would be paid according to the rate agreed between the parties.

"Second Party" means that person/ persons/ Company/ firm in whose name the bus is registered and who has provided the bus to PRTC for operation under the Kilometer scheme.

"Integral Coach bus": Integral bus means new fully built integral bus 4x2 Chassis (only two axles) (43+2 Seater) minimum HP-290 as approved by the State Transport Commissioner Punjab or value specified by Authority at the time of agreement.

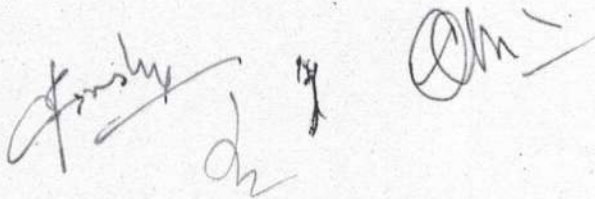
3. METHODOLOGY OF LEASE:

3.1 Applications must be submitted along with earnest money of Rs. 2,00,000/- **per integral coach 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:

- (a) 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.
- (b) **If the successful bidder fails to sign the agreement along with the amount of security within 7 days of issue of acceptance letter.**

The Integral coach 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 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 bus to PRTC on 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 a 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 in any form on the rates quoted by the tenderer will not be entertained and the application will be rejected.

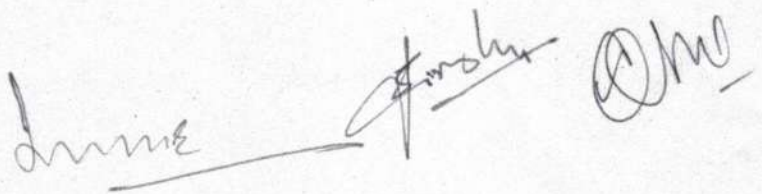
3.3 The scheme has been introduced to provide self employment opportunity to the unemployed person as such each applicant can apply for maximum of two buses. Subject to the condition:
(a) any existing operator of KMS buses in the same category having only one bus in the same category can apply for one more bus and those who are running already more than two buses in the same category are not eligible to apply.
(b) should not have any route permit in his/her name or any of the company, firm, society, registered in his name

4. **FIXATION OF ROUTES:**
The buses shall ply on the routes as decided by the PRTC. The length of the route or the routes can be changed by Managing Director PRTC to make routes viable for operation.
4.1 Minimum **assured** mileage - 15000 kilometer per bus per month.

5. **RATES OF PAYMENT:**

5.1 The **second party** will be paid on the Per KM basis as per the rates mutually agreed by PRTC and the **second party**.
ii) In addition to the above amount **second party** will be provided HSD as per the norms fixed by MD/PRTC from its own dispensing units.
iii) For calculating the amount of HSD to be issued to the **second party**, the KMPL of the bus will be considered as 3.85 kilometer per litre.

5.2 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.



- 5.3 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.

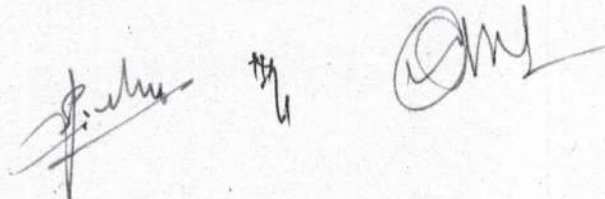
It is however made clear that PRTC shall not be responsible in any manner what so ever to make payment of the loan amount taken if any, by the concerned operator.

- 5.4 The detailed terms and conditions of lease agreement are attached at Annexure "A"

6 OVER RIDING EFFECT:

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

7. The successful tenderer will be selected on the rates quoted on Per KM basis by them in Financial Bid form. 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.

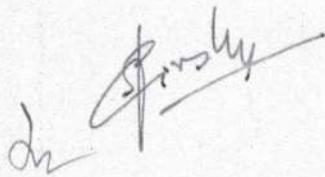
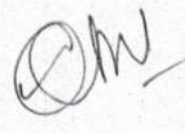


Terms and condition for induction of kilometer Scheme buses.

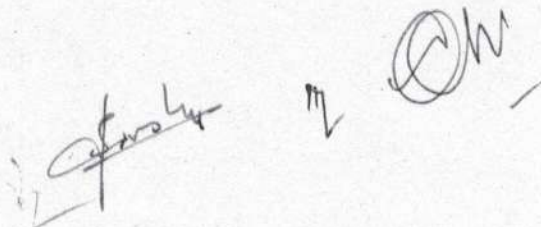
1. PRTC intends to take on lease buses in the following categories:-
 - a) Air conditioned Integral **Coaches (only two axles) minimum HP-290 fabricated as per AIS 052 code.**

1. **General Conditions:**

- (a) The bus operator shall provide new buses to PRTC for operation within **90 days** from the date **of issue of acceptance letter by the PRTC**. If the bus (es) is/are not available with the **second party** immediately on acceptance of application by the MD/PRTC, the **second party** shall have to produce the bus (es) for completion of formalities and for starting the operation within three months from the date of acceptance of application by the MD/PRTC. However, the period of three months can be extended by another one month at the discretion of the Managing Director of PRTC, only in exceptional/ constrained circumstances. however, the **second party** shall be liable to pay a penalty of Rs.**2500/-** per day till the bus is put on route subject to a maximum of 30 days. Beyond that no request for further relaxation in time will be entertained and the Contract Agreement signed with the tenderer will be terminated along with the forfeiture of Security. The **second party** will ensure that the bus (es) is/are always kept in neat and clean condition and their seats are not torn.
- (b) The bus (es) will be taken on lease by the PRTC for a period of Six years in the first instance and it can be extended for another one year, provided the bus (es) is in a good condition as per satisfaction of MD/PRTC and is mutually agreeable to both the parties.
- (c) If the **second party** holds any permits for plying the bus on particular routes, he will have to surrender the same before signing the agreement for leasing the bus to PRTC.
- (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.**
- (g) If the **second party** wants to cancel the lease agreement, he can do so by giving three months' notice to the MD/PRTC.
- (h) Any change in the ownership in exceptional circumstances has to be carried out with the prior approval of the MD/PRTC for which a transfer/processing fees of Rs.25000/- per bus will be paid to the MD/PRTC in advance. The other formalities with the registering authority shall be completed by the **second party** at his level and at his cost. However, no change of ownership will be allowed within the first 3 years of signing of the agreement.
- (i) In case of the death of the **second party** his/her legal heir will enter into a fresh agreement with the MD/PRTC within a period of three months of the demise of the original second party. 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.
- (j) If the bus is off road, the **second party** may provide a replacement of **Integral coach** of the same category for which the contract has been signed with him for operation after permission. This facility is allowable for a maximum of 45 days and under special circumstances this period can be further extended at the discretion of Managing Director, PRTC.
- (k) The **second party** shall not use the bus covered under the agreement to ply on any other route or **for any other purpose.**
- (l) These buses can be sent on Inter State routes allotted to the PRTC.
- (m) Any legal proceeding arising between the PRTC and the second party, if it is must, shall be instituted in the courts situated at Patiala where the agreement is signed.
- (n) 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.**
- (o) In case of any dispute or difference between the **second party** and PRTC, the **Managing Director**, PRTC or any other person appointed by him will act as an Arbitrator and his decision will be binding and final on both the parties.

The bottom of the page features several handwritten marks. On the left, there is a signature that appears to be 'S. Singh'. To its right is a small checkmark. Further right is a circular stamp or signature containing the letters 'GW'. There are also some other faint, illegible scribbles and marks scattered around these primary signatures.

- (p) The bus under kilometer scheme shall have to stop at each bus stand en-route to pickup and set down the passengers.

2. Technical Specification:

- (a) The ARAI approved Heating Ventilation and Air-Conditioning Integral Buses **fabricated as per AIS 052 code having** (43+2) Seats with standard fitments. Bus operator shall have to provide the bus as per **the colour scheme** approved by PRTC.
- b) The bus operator shall have to provide CCTV camera (**at least two in no. along with the viewing screen of minimum 7"**).
- c) The bus **shall be** fitted with a Global Positioning System Device (GPS) as recommended by the PRTC. Since this system will benefit both the **PRTC and second party**, the recurring expenses of operating the system of Rs. 1000/- per month (approximate) or actual will be borne by the **second party**. 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 **second party**. However, in case of fault in the GPS device due to GPS supplier then no penalty shall be imposed on the operator.

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.

- d) Buses will be fitted with electronic destination (LED) boards as per the given specifications, 2 T.F.T. TV screens and music system for Audio/Video/ DVD output.
- e) **Front LED bus destination Board** (digital display board) with minimum height 220 mm and minimum length 1800 mm and **Rear LED destination board with minimum height 200 mm and minimum length 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°, distance of vision 2m-80 m, minimum lightness 700 cd/m, input voltage

[Handwritten signatures and initials]

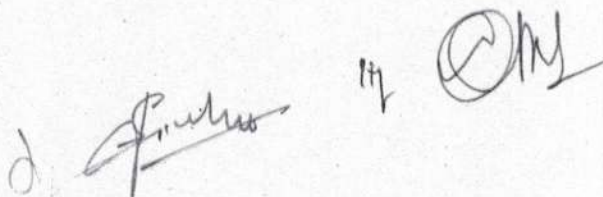
DC 18V-32V, wave length 590-595 mm and with life span of 100,000 hrs. minimum with amber display will be provided in front of bus in line with AIS 052. The board will be kept operational at all time and in case of defect the same will be rectified within two days failing which penalty will be imposed @ Rs.100/- per day. The make of board will be got approved by Managing Director, PRTC.

3. EMD Security and Bank Guarantee:

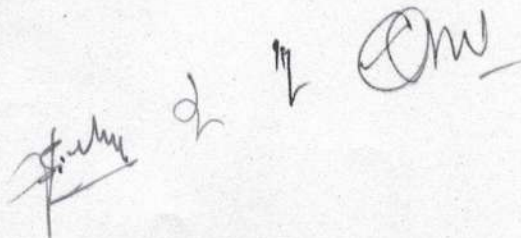
- a) The firm of the bus (es) desirous of giving his/their buses on lease to the PRTC will have to deposit a sum of Rs. 2,00,000/- per bus as earnest money along with the application. The earnest money of those applicants whose application for leasing the bus (es) to the PRTC is/are not accepted will be refunded by the MD/PRTC. The earnest Money deposited by applicants, whose bus (es) is/are taken on lease will be retained by the MD/PRTC as security, which will be refunded to them after the expiry of the lease period or on receipt of the bank guarantee as mentioned in clause given below.
- b) The second party will provide a bank guarantee of a value of Rs. 2 lacs. per bus to the MD/PRTC before the bus is presented for operation. On receipt of bank guarantee, the EMD can be refunded to the applicant. The PRTC will be at liberty to recover from the bank guarantee any pending liability against the bus, any liability which is put on the PRTC by way of MACT claim, any award of court or dues of the government/PRTC not paid by the **second party** etc.

4 Operational Requirement:

- a) **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.**
- b) **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.**

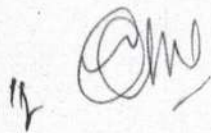
The bottom of the page features several handwritten signatures and initials. On the left, there is a signature that appears to be 'd. [unclear]'. In the center, there are initials '17'. On the right, there is a large, stylized circular signature or stamp.

- c) 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 in lack of insurance cover, the second party will be sole responsible for the payment of award pronounced by the Hon'ble court.
- d) 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 the 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.
- e) The **second party** will provide detailed bio-data along with copy of a valid smart card driving license of the driver to the concerned General Manager of the depot in which the bus is 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 from the second party.
- f) Any change of the Driver should be notified well in advance to the PRTC and he may be provided to the PRTC for driving the kilometer scheme bus after verification of his antecedents and driving license. However, if at any time, any unauthorized driver, who is not having valid driving license is found driving the bus then the responsibility of any MACT claim or any liability or loss will be solely of the **second party** i.e. the **second party** shall pay for all the damages. Further in case any liability is put on the PRTC by any of the courts, then the PRTC will be at liberty to recover the same from the bus owner.
- g) The buses offered for lease to the PRTC should be registered in the state of Punjab in the name of GM/PRTC. 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 **second party**. The buses should always be in good condition. **second party** shall provide the bus (es) with spare wheel, tarpaulin, jack and all other necessary tools.
- h) The **second party** can't change the driver(s) without permission of PRTC. The **second party** will provide the bio-data of drivers to the PRTC. The driver of kilometer scheme buses will have their license either from Punjab, H.P and Haryana state. The **second party** shall ensure that the driver of the bus holds the valid driving license for driving heavy passenger vehicle on plains and hilly roads. The driver so provided to ply

Handwritten signatures and initials at the bottom of the page, including a large circular stamp with the letters 'OM' inside.

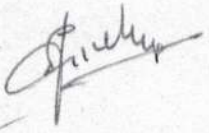

kilometer scheme bus should not be a dismissed/terminated employee of the PRTC and should be less than 55 years of age.

- i) The **second party** will have to provide the 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 lubricants, tools, tyres and tubes, spare parts, all kinds of maintenance of the bus (es) shall be incurred by **the second party**.
- j) **The total kilometers operated in a day shall be certified as per the fare table approved by the respective Regional Transport Authority for the specific route on which the bus is operated.**
- k) The **second party** will be allowed two off days in a month for routine maintenance and upkeep of the bus. For major over-hauling 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 **second party** 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 bus would be charged from the **second party**. In addition to the above penalty the SRT/MVT of the route not operated by the KM scheme operator will recovered from the **second party**. 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 second partyS 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 **second party** 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.
- l) The driver along with uniform will be provided by the **second party**. The operational control over the leased bus (es) will be exclusively of PRTC. The buses taken on lease will not be for any special permit or any specified route. The leased bus will become the part of fleet of PRTC and can be operated on any routes. The route on which the leased bus has to be operated will be decided by Traffic Manager/ Depot Manager PRTC, which may be changed by PRTC from time to time as per its needs and requirements. The **second party** will have absolutely no control over 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 leased bus has to stop enroute its destination etc.

- m) 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.
- n) The driver of the leased bus shall have to undergo medical examination by the medical officer. The driver of the leased bus shall carry fitness certificate to the effect that he is fit to drive the bus.
- o) The conductor of the bus will carry necessary equipments for the issuance of ticket to the passengers. The freight and fare charged will be collected by the conductor for and on behalf of the PRTC. The tickets to the passengers will be issued by the PRTC through its conductor. The **second party** has no concern with fare charged from 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 passengers from one place to another will be between the passengers traveling in the leased bus and PRTC and not between the passengers and the **second party**. In case of any deficiency in service or misconduct on the part of the driver and/or conductor of the bus taken on lease by PRTC, the PRTC will be responsible for and entitled to check the bus on lease by PRTC in the same manner in which it is responsible for checking buses actually owned by the Company. In case driver of the bus fails to stop the bus on checking signal given by the inspectorate staff of the PRTC, the PRTC shall be entitled to charge penalty upto Rs. 1000 per signal from the **second party**.
- p) The driver of the leased bus shall be responsible for providing/fixation of the route board.
- q) The bus may carry one helper apart from driver whose particulars will be provided by the **second party** to the General Manager concerned beforehand.

12  14 

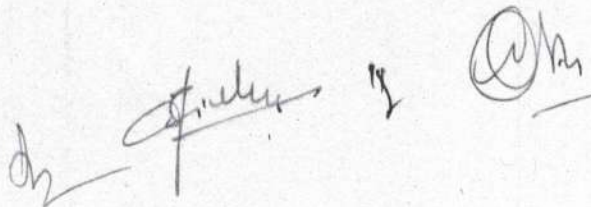
- r) The Air-conditioning system of the bus should be in working order before it is sent on route.
- s) The **second party** shall maintain a vehicle log book in the Performa prescribed by the PRTC for each bus. The log book should be got attested by the **second party** daily from the conductor attached with the bus and from the authorized officer of the PRTC every week.

5. **Colour of the Bus:**

- a) The leased bus (es) shall be painted as per the colour scheme approved by **MD/PRTC**. The PRTC have the rights to display advertisement boards or panels on the leased bus (es) in the interior and exterior portion of the leased bus and the income earned from that shall be of the PRTC. After termination /completion of the contract, the **second party** shall remove the colour scheme of the bus and only then his security **deposit** will be refunded.

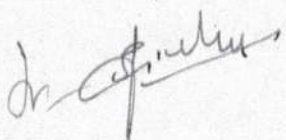

6. **Responsibility of the Operator:**

- a) 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 **second party** shall be liable for the said offence and the PRTC will not be responsible for the same and in that event the agreement shall stand terminated forthwith without any notice and the amount of security shall automatically stand forfeited. However, departmental action against the conductor will also be initiated.
- b) 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.
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 **second party** 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 PRTC or otherwise.
- c) The driver of the bus will remain to be employee of the **second party** and the **second party** 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, PRTC shall not be responsible for any liability on this account.

- d) If any litigation arises due to any short-coming in bus operation service, the same shall be the responsibility of the **second party** and not of PRTC. In case PRTC faces any litigation due to default of the **second party** or its driver on the account of MACT cases, PF, GST, Service Tax, Motor transport workers Act, ESI act, Minimum Wages Act etc, PRTC shall have right to recover the expenses and fine, if any, for the same from the **second party**, or from the bank guarantee/earnest money or due operational payments.
 - e) The service tax, GST and any other statutory levies imposed by the government presently or in future shall be paid by the **second party** as per terms and conditions. However the service tax shall be reimbursed to the operator by PRTC subject to the production of original challans of the same as deposited by the operator.
 - f) In case some contraband or explosive items transportation of which is banned under the law are found carrying in the leased bus at the instance of the driver/conductor or **second party**, the agreement will be terminated forthwith without any notice and amount of security and bank guarantee would be automatically forfeited.
 - g) In the event of the leased bus having been challenged for any of the violation of provisions of the motor vehicle act/rules and the conditions attached to a stage carriage permit except the offence of the overloading, shall be got disposed by the **second party** at his own level.
 - h) The **second party** will be responsible for observance of all statutory provisions of the motor transport workers Act, Motor vehicle Act, 1988 and the rules framed there under.
 - i) The **second party** will maintain the bus in good condition and free from defects. In case of repeated instance of poor maintenance or in case the **second party** fails to remove defects in a reasonable time, PRTC can cancel the lease agreement by giving one month notice.
7. **Force Majeure:**
- a) In the event of unforeseen circumstances like natural calamities; curfew, bandhs or any other act or incidents beyond the control of PRTC, the **second party** shall not be entitled for payment of lease charges.
 - b) In conditions beyond the control of the PRTC like curfew, bandhs etc, **the second party** shall be paid the actual kilometers covered by the bus.

8. Taxes and other liabilities:

- a) The motor vehicle tax, in respect of leased bus (es) will be paid by the PRTC. Any other taxes, if any and registration charges etc will be paid by the **second party**.
- b) The **second party** shall bear all liabilities arising out of the operation of the leased bus i.e. all the claims arising out of the accidents of the leased bus/ buses shall be contested by the **second party** at his own expenses and in the event of claim-cases having been decided in the favour of insurance by Motor Accidents claim Tribunal due to any reason whatsoever, the amount of compensation so awarded by the MACT shall be paid by the **second party**. The **second party** shall also be responsible for complying with all statutory laws relating to his employees i.e. Drivers, Helpers etc. and all deduction of ESI, CPF etc, of the engaged Drivers/ Helpers of the bus/buses leased shall be deposited with the concerned department.

9. Termination of Contract/agreement in the event of default /defaults:

- a) The leased bus will not be used by the **second party** for plying passengers for himself or on behalf of others or for any other purpose under any circumstances. In case such incident occurs then PRTC can terminate the contract and forfeit the earnest money/security amount/bank guarantee of the **second party**.
- b) The PRTC will have 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 Vehicle Act or that leasing contract of the bus (es) was obtained by the **second party** by suppressing and concealing relevant information from PRTC or for any other reasonable ground.
- c) In case the **second party** fails to provide lease bus (es) to PRTC for its operation continuously for a period of 7 days without notice to the PRTC authorities or fails to fulfill any terms and conditions of lease agreement, the security furnished by the **second party** shall stand, forfeited and contract cancelled.
- d) In case the **second party** or his driver fails to meet any of the conditions given in the Annexure A the MD/PRTC reserves the right to terminate the contract after giving one month notice.

[Handwritten signatures and initials]

- e) The upholstery, paint, roof fabric, foot mats etc will be kept in clean and good condition and should not be worn out at any time. The bus will be repainted and refurbished as per requirement but, upholstery and other wearing parts will be replaced after 3 years of operation to the satisfaction of PRTC. Repainting of bus will be done as per requirement. If the bus is not repaired after repeated four notices then the agreement can be terminated after giving one month notice.
- f) If the bus is not sent on route continuously for a period of 45 days and Managing Director PRTC is not satisfied with the reason for the bus staying off route, then agreement can be terminated after giving one month notice.
- g) The **second party** will maintain the bus in good condition and free from defects. In case of repeated instance of poor maintenance or in case the **second party** fails to remove defects in a reasonable time, MD/PRTC can cancel the lease agreement by giving one month notice.

10. **Payment:**

An Escrow account will be opened in any of the designated bank in which income from these buses shall be deposited and a Tri party agreement will be signed between the AMD/PRTC banker, AMD/PRTC and the operator giving the first right to the operator with the directions to the banker to release the payment as verified and intimated by PRTC to the operator and transfer the balance amount in the accounts of PRTC. The operator in turn will give the first right of payment to the financier of the bus, if any.

11. **Penalty:**

- a) 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 **second party**, 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 **second party** will have to make payment of SRT per Kms for the mileage /missed covered less.
- b) 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. In case of 3 or more incidents of breakdown of the bus in one fortnight the amount of loss suffered on the basis of route shall be recovered fully or partly solely on the direction of concerned General Manager

[Handwritten signatures and initials]

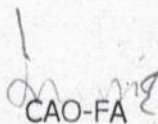
c) In case the air conditioner of the bus breaks down en-route then **second party** will be liable for any penal action on account of order of the consumer or civil court passed in such case for deficiency in providing the necessary service or any other harassment suffered by the passengers. The MD/PRTC will be at liberty to deduct the amount payable to the passengers in such cases from the amount to be paid to the operator/owner or from the security/the bank guarantee furnished by him to the PRTC.

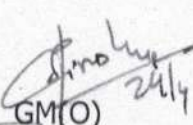
d) **Penalty of Rs.200 per offence per incident will be imposed if:**

- * **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.**


12. **Arbitration:**

- a) 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 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/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.
- b) Any legal proceedings arising between the PRTC and the operator, if it is a must, shall be instituted in the Courts situated in Patiala alone and not anywhere else in the country.


CAO-FA


GM(O)


GM(PTA)/SLA


WM/CW