

Form No.....

**PEPSU ROAD TRANSPORT CORPORATION**  
**(A State Transport Undertaking)**

**PRTC**

**"AAPNI GADDI APNA ROZGAR SCHEME"**

for

**HIRING OF ORDINARY BUSES ON LEASE**  
**(2022-2023)**

BY

***PEPSU ROAD TRANSPORT CORPORATION***  
***NABHA ROAD, Patiala – 147001***

**Price Rs. 5000/- (Including 18% GST)**

**CHECK LIST OF DOCUMENTS AND FORMALITIES  
FOR SUBMITTING THE TENDER**

<b>S. No.</b>	<b>Name of Document</b>	<b>Tick (√) wherever necessary</b>	<b>Remarks</b>
1	Tender Form No.		
2.	Name and address of applicant		
3.	No. of Ordinary buses applied for		
4.	Mention DD/Cheque No./Transaction 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  
ORDINARY BUSES ON LEASE TO THE PRTC**

**Rs. 5000/- (Including 18% GST) (Non-Refundable)**

Deposited vide receipt No ..... Dated .....

To

The Managing Director,  
Pepsu Road Transport Corporation,  
Patiala.

**Sub : APPLICATION FOR ORDINARY BUSES.**

Sir,

In response to your advertisement in \_\_\_\_\_  
dated \_\_\_\_\_. I/We \_\_\_\_\_ hereby offer  
\_\_\_\_\_ No. of ordinary Bus/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 or Chandigarh or 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 (Aadhar card, Pan card)

\_\_\_\_\_

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

\_\_\_\_\_

6. Earnest money deposited vide Receipt/Draft No./Transaction number \_\_\_\_\_ Date \_\_\_\_\_

**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 (Aadhar card, Pan card without which Application is liable to be rejected).

## RECEIPT

Received tender form number \_\_\_\_\_  
along with earnest money of Rs. 50,000 each for \_\_\_\_\_ No. of  
Ordinary Bus/Buses through demand draft No./  
\_\_\_\_\_ drawn at \_\_\_\_\_/  
Transaction number for amount \_\_\_\_\_  
Number of Ordinary Buses \_\_\_\_\_ Amount \_\_\_\_\_ Bank/Cash  
Receipt No. \_\_\_\_\_ dated \_\_\_\_\_  
From Sh. / Smt./M/s \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Form Number \_\_\_\_\_

**Authorized Signatory**

# FINANCIAL BID FOR ORDINARY 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**

Per kilometer Rates for Ordinary bus as per specifications and  
terms & conditions of Pepsu Road Transport Corporation, Patiala.

<b>Type of bus</b>	<b>No. of bus (es)</b>	<b>Make of bus</b>	<b>Rates per kilometer (In figures)</b>	<b>Rate per kilometer (In words)</b>
<b>Ordinary</b>				

**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./Transaction number  
\_\_\_\_\_
6. Earnest money amount \_\_\_\_\_

**(FINANCIAL BID 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 Additional Managing Director, Pepsu Road Transport Corporation, Patiala or any officer of PRTC authorised in this behalf by MD PRTC, which expression shall include his successors, administrators and assignees (hereinafter called the 'First Party') AND \_\_\_\_\_

\_\_\_\_\_ which expression shall include his/their legal heirs, executors, representatives and assignees (hereinafter called the 'Second Party').

WHEREAS the First Party intends to induct new buses under kilometer Scheme by taking the buses from the General Public on lease to operate on the routes specified by PRTC for the convenience of the public under the Scheme.

AND WHEREAS the Second Party has agreed to give Ordinary bus/buses to the First Party on lease for a period of Six years which can be further extended on Yearly basis with mutual consent.

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

1. That the expression of the party of 'the second part' shall include their respective heir, executors, representatives and assigns.
2. That the party of 1<sup>st</sup> part intends to reinforce the fleet of Pepsu Road Transport Corporation, by hiring new ordinary buses of latest model under the lease agreement to operate on the routes specified by PRTC for the convenience of the commuting public.
3. That the party of the 2<sup>nd</sup> part has agreed to provide new ordinary buses as per the terms and conditions and specifications approved by the 1<sup>st</sup> part on lease.
4. Maximum number of buses an individual or Society or Company or any legal entity can provide to the Corporation will be two buses.

5. That in case of breach of any of the terms and conditions by the party of the 2<sup>nd</sup> part (except the condition Sr. No. 8 where no notice is necessary to be given) the party of the 1<sup>st</sup> part reserves the right to terminate the agreement after giving three month's notice and it would be entitled to sue party of 2<sup>nd</sup> part for claiming damages / complementation, if any.
6. The Period of lease Agreement will be effective from the date of operation of the bus/buses.
7. The 2<sup>nd</sup> party can opt for the depot of his preference on the condition that enough routes are available in that depot. The buses shall ply on the routes specified by the depot. However MD PRTC reserves the right to transfer any bus to any depot as per the requirement of PRTC.
8. The 2<sup>nd</sup> party will be issued an ID card by the 1<sup>st</sup> party, showing him as KM scheme bus operator, and entitling him for travel for the supervision of his buses.

**9. 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

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

Witnesses:

1. 1<sup>st</sup> Party

2. 2<sup>nd</sup> Party



# **SCHEME FOR HIRING OF PRIVATE BUSES BY PRTC**

## **1. PURPOSE**

To reinforce the fleet of PRTC by hiring private buses 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 Ordinary Bus hired by PRTC under certain rules and regulations and would be operated as stage carriage on the routes of PRTC and would be paid according to the rates mutually agreed by PRTC and the owner of the bus

2.2 "Bus" means a complete ordinary bus fabricated as per the AIS-052 bus code, design and colour scheme approved by PRTC on the chassis with a minimum wheelbase of 210" complaint to Euro-VI norms and having seating capacity of 52+1+1 seats as per the drawings provided by PRTC.

## **3. METHODOLOGY OF HIRING**

3.1 Tenders will be invited from the General 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. The tenders received after due date & time will not entertained in any case. 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 of any form on the rates quoted by the tenderer will not be entertained and the application will be rejected.

- 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.
- 3.3 Tenders must be submitted alongwith Earnest Money of Rs. 50,000/- for each Ordinary Bus in the shape of demand draft in favour of MD, PRTC Patiala, payable at Patiala. The bidder can also transfer the amount of Rs. 50,000/- as EMD in the account number- 55083493091, IFSC code SBIN0050006, Branch- Bhupinder Nagar Patiala through RTGS/NEFT/Net banking/ Online transfer and the bidder is required to attach the proof of such transfer along with the tender form. Tenders without earnest money will 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 finalized by the competent authority.
- 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 ordinary bus will be considered as 4.8 km per litre.
- 4.2 If the operated kilometers are less than 50% of the daily assigned kilometers of the day then in that case 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 respective depot as per its requirement. For operation of the bus on hill area additional

amount of Rs. 1/- per Km will be paid as per the mileage declared as Hill route by the respective State.

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

**5. OVER RIDING EFFECT**

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

6. The successful tenderer will be selected on the lowest (L-1) rates quoted on Per KM basis by them in Financial Bid form. Since the maximum number of buses that a tenderer can offer is only two as such in order to meet the requirement of the buses the lowest rate (L-1) received will be offered to successive bidders L2, L3, L4 & so on to match the L1 rate, in case sufficient number of bidders do not accept the L1 rate.
7. The selected tenderer has to sign an agreement **within 7 days** of intimation of acceptance of the rates sent by this office **for providing buses** failing which the EMD deposited by the tenderer at time of submitting the tender **shall stand** forfeited.

**Terms and conditions for induction of KM Scheme buses.**

1. Pepsu Road Transport Corporation intends to hire Ordinary buses on lease basis. The design and specifications of these buses are as specified in Annexure "D" of the tender form.
2. The tenderer/bidder desirous of providing the buses on lease basis to PRTC will have to deposit a sum of Rs. 50,000/- per Ordinary Bus in shape of Demand Draft in favour of Managing Director, PRTC, payable at Patiala. The bidder can also transfer the amount of Rs. 50,000/- as EMD in the account number- 55083493091, IFSC code SBIN0050006, Branch- Bhupinder Nagar Patiala through RTGS/NEFT/Net banking/ Online transfer and the bidder is required to attach the proof of such transfer along with the tender form. The earnest money of unsuccessful 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 PRTC as interest free security, which will be refunded to them after the expiry of the lease period.
3. The tenderer/bidder shall quote the rate in the prescribed format on per kilometer basis.
4. The successful tenderer/bidder shall get the bus registered in his name in the State of Punjab before providing it to PRTC for operations. PRTC may opt for joint registration of the bus in the name of PRTC and the bus owner will be intimated in advance. However in second case on the cancellation or expiry of the contract the bus owner shall get new Registration certificate in which the name of the PRTC will be deleted. All the charges, taxes and expenses for this purpose shall be

borne by the Bus owner in both the cases. In this regard the bus owner has to give an undertaking as per the Performa attached at Annexure-'C'.

5. The Second Party shall ensure that the bus is fully covered by comprehensive Insurance and the driver being provided by the Second Party at any time holds a valid driving licence. The subsequent renewal of the comprehensive insurance shall also be the sole responsibility of the Second Party. In case of non-renewal of insurance policy, the bus will not be sent on route and PRTC will not be responsible for any loss to the Second Party. In case of active concealment of the facts by the bus owner/successful bidder regarding cancellation of insurance cover by the insurance company, then in that case a criminal case shall be registered against such owner/successful bidder. Besides this the agreement will be cancelled & amount of security shall stand forfeited or as the case may be.
6. It will be the responsibility of the bus owner to ensure that the driver is having valid driving licence for driving Heavy passenger vehicles on plains and for Hill roads. The driving licence of the driver should be got verified from the District/Licensing authorities before the driver is provided duty on the Bus and the copy to the verification of the documents of the driver be conveyed to PRTC.
7. However, still if at any time any unauthorized driver who is not having valid driving licence is found driving the bus then the owner of the bus shall be fully responsible and suitable penalty can be imposed. The responsibility of any MACT claim or any liability imposed by any court or loss will be of the owner of the Bus. Even then in case any liability is put on the PRTC by

any of the court, then PRTC will be at liberty to recover the same from the bus owner out of due payments or otherwise.

8. 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 fully liable for the said offence and PRTC will not be responsible for the same in that event the agreement with km bus operator shall stand terminated forthwith without any notice and the amount of security shall stand forfeited.
9. The owner of leased bus (es) will provide detailed bio-data of the driver alongwith copy of a valid driving licence to the concerned General Manager of the depot in which the bus shall operate. In case of change of driver prior intimation alongwith 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 route and the loss suffered by the PRTC shall be recovered either partly or fully from the operator.
10. The Driver should not be a dismissed/terminated employee of the Corporation and should not be more than 55 years of age.
11. As per the notification of Government of India presently no service tax is levied against hiring of buses against stage carriage permit, however in future if any Tax in any form is levied regarding 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 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.
12. 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.
13. The successful bidder shall have to produce the bus(es) for completion of formalities and for starting the operation within 3 months from the date of intimation of acceptance of the application of the owner by 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 further extended by another one month at the discretion of the Managing Director of PRTC, however, the owner of the bus is 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 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.

14. The buses offered for lease in PRTC should be registered in the State of Punjab. While in contract with PRTC the buses should always carry 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 owner of leased bus(es) shall provide the bus(es) with first aid kit, spare-wheel, fire extinguisher, Jack and all other necessary tools.
15. The bus/es will be taken on lease by PRTC for a period of 6 years in the first instance which 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.
16. The Corporation will pay lease charges on per KM basis to the owner of the bus, as finalized by the competent authority. The PRTC will provide a guarantee of coverage of KMs. as given below:-

For first 4 years	12,000 Kms. Per month
For 5 <sup>th</sup> year	11,000 Kms. Per month
For 6 <sup>th</sup> year	10,000 Kms. Per month

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



In case if the bus covers more than 13000 KMs per month then the lease charges of the KM covered over and above 13000 kms will be paid 20% less than the agreed rates (excluding diesel). Excess mileage will be calculated on quarterly basis for deduction of the excess miles covered over and above 13000 KMs @20%.

17. The bus owner will provide the bus/buses as per State Govt./PRTC specifications, colour scheme and drawings as given by PRTC which is attached at Annexure "D" of this document.
18. 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 lease charges proportionately.
19. 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.
20. 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 PRTC every week.
21. 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 assigned 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 Kms for the mileage /missed (covered less).

22. In the event of unforeseen circumstances, like natural calamities, curfew, bandhs, strike by employees of PRTC, pandemic situations, lock down etc i.e circumstances beyond the control of PRTC, the owner of the hired bus(es) shall not be entitled for payment of lease charges for the period bus has not been operated and in such case PRTC shall not be liable to pay the guaranteed kilometers.
23. 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.
24. The owner of km scheme bus shall ensure that the bus is washed, cleaned regularly. In case a report from MSI or any other official or from general public is received in that event a penalty of Rs.500/- shall imposed for the 1<sup>st</sup> time & Rs.1000/- for subsequent times.
25. 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. The owner of the bus will have to provide 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. 2000/- for the first day and Rs. 2500/- for the subsequent days for ordinary 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 intimating to the concerned depot, the contract agreement should be terminated and security will be forfeited.

26. 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.

27. 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.
28. The owner of km scheme bus shall ensure that the bus driver shall wear uniform prescribed by PRTC. In case the driver is found without uniform an amount of Rs.200/- per day will be recovered as penalty. 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 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.

29. The leased bus(es) shall be painted as per color scheme approved by the PRTC and 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 phone chargers/ 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 after providing its proof only then his security will be refunded.
30. (i) The bus operator shall have to provide the bus fitted with a Global Positioning System Device (GPS) as recommended by the PRTC. The approximate cost of system will not be more than Rs. 10,000/- per set or actual. 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. 500/- 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.
- (ii) The total KM operated in a day shall be certified as per the kilometers provided in the fare table of that 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 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.

31. PRTC will provide a Conductor for the operation of the leased bus. The bus will be under the control of the 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. The driver of the leased bus will stop the bus, whenever and wherever the Conductor asks him to do so. The owner of the leased bus 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 PRTC will be under control and command of PRTC authorities. PRTC shall have the right to get the driver of the leased bus changed, in case the driver fails to perform his duties properly. The owner shall be responsible to make arrangements immediately for the suitable substitute.
32. 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 in 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.

33. 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 PRTC. The tickets to the passengers will be issued by 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 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.
34. 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.

35. 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.
36. 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.
37. 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.
38. Any change in the ownership 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, in any condition the ownership of the bus shall not be transferred/ changed in the name of person who is already having buses under this scheme.
39. The driver of the leased bus shall be responsible for Providing the route board.
40. A penalty upto Rs.1000/- shall be imposed against the owner/ driver for negligence of the driver resulting into loss to PRTC by not picking up the passengers enroute, late departures, early arrivals etc. For repeated negligence of such kind the



contract with the Second Party can be cancelled besides forfeiting the Bank Guarantee.

41. In the conditions/circumstances beyond the control like curfew, bandhs or Natural calamities, pandemic situations, lock down etc. the owner shall be paid the actual Kms. covered by the Bus and conditions enlisted at para 16 will not be applicable.
42. The owner of the leased bus shall not use the bus covered under the agreement for any other purpose.
43. In case the owner of the bus or his driver violates any of the above conditions. MD PRTC reserves the right to terminate the contract after giving one month's notice.
44. In case the km scheme bus is being operated via any bye pass /over bridge/flyover unless directed shall invite penalty of Rs. 1000/- for each time.
45. It is the sole responsibility of the driver to pick up the passengers from every authorized stoppage.
46. These leased bus/buses can be sent on interstate routes as per the permit held by the PRTC.
47. 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.
48. 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 PRTC. Non-conformation of drawings, specifications, paint scheme etc. provided by the M.D.PRTC will lead to the cancellation of the agreement.

49. 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 tenderer does 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.
50. In case driver/owner or any other person is found to be indulged or caught red handed in theft, pilferage of diesel from the KM scheme bus, in that event the contract agreement will be cancelled besides initiating criminal proceedings against the driver/owner of KM scheme bus.
51. 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

52. In cases of dispute between the parties, the Courts at Patiala will have the jurisdiction for adjudication.
53. The MD PRTC reserves the right to reject any or all tenders without assigning any reason
54. Conditional Tenders will not be accepted.

**Undertaking**

I ..... S/o..... resident  
..... owner of lease Bus No..... do  
hereby by undertake that:-

- 1 In future, if at any stage the first party intends for joint registration of the bus in the name of PRTC and second party I shall not have any objection. In that event the repayment of the loan if any against that bus shall be the sole liability of the undersigned.
- 2 I further undertake that in case PRTC opts for the joint registration of the bus in that case also the sole liability of the insurance of the bus shall be that of undersigned and the deponent ensures timely renewal of insurance of the bus being provided.

Signature of owner

## Annexure "D"

<b>The buses must be fabricated as per Bus Body Code AIS-052 from the Accredited Bus Body Builders and as per the design and colour scheme of the latest batch of buses added in the fleet of PRTC in 2021-22.</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Material specified/ Nos.</b>
1	Engine	Minimum 177 HP. In line Six Cylinder meeting with BS-VI emission norms.
2	Minimum Wheel Base	WB 210".
3	No. of Passenger seats	52+1 D.
4	No. of Passenger Door	02 (Front Door should be behind the front tyre).
5	Front wind screen	02 Pcs.
6	Windows	Frames of Al. fitted in EPDM sleek rubber profile (AIS-68).
7	Paint, Graphic design and Colour Scheme	Metallic. As per the latest buses added in PRTC (2021-22).
8	Passenger Seats	As per AIS- 023.
9	VTS device, CCTV Cameras and Panic Button	The buses must have internal wiring for Panic Button, CCTV Cameras and VTS device. In case VTS device is fitted in the bus it must be compliant to AIS-140 norms and must be capable of integration with the VTS System of PRTC.