

DIRECTORATE OF STATE TRANSPORT, HARYANA
2nd Floor, 30 Bays Building, Sector 17, Chandigarh

NOTICE INVITING E-TENDER

Online E-tenders are hereby invited for Hiring Standard Non AC/Mini Non AC buses for hiring under kilometer scheme for operation by Haryana Roadways, Depots against the routes permits held by the depots.

Sr. No.	Name of Activity	EMD	Tender No.	Eligibility Criteria
1	Hiring of Standard Non AC/Mini Non AC buses for hiring under kilometer scheme for operation by Haryana Roadways, Depots against the routes permits held by the depots.	₹50,000/- for each Standard Non AC bus and ₹35,000/- each Mini Non AC bus	7/SPA-1/Tech.	Applicant to be resident of Haryana, legally eligible to enter in to contract. Maximum number of buses for which rate of hiring can be offered by an individual/Registered Society or any other legal entity fixed at five.

Tender documents can be downloaded online from the main Portal: <http://haryanaeprocurement.gov.in>. The tender can be downloaded from **27.11.2015 at 18:31 Hours** and the last date of submission of online e-tender is **22.12.2015 up to 15:00 Hours**. The physical copy of tender can be collected from this Directorate on any working day during working hours against cash receipt of ₹1,000/- as tender fee/tender processing fee.

The last date of submission of tender in physical form is **22.12.2015 up to 15:00 hours**. For any clarification bidder may contact Help Desk: 1800-180-2097 (Toll Free Number).

Sd/-
Director, State Transport,
Haryana, Chandigarh.
27.11.2015

STATE TRANSPORT DEPARTMENT, HARYANA

2ND Floor, 30-Bays Building, Sector -17, Chandigarh- 160 017.
PHONE NO. 0172-2710371

HIRING OF STANDARD (NON-AC) / MINI (NON-AC) BUSES ON LEASE BASIS



CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH THE APPLICATION/ TENDER FORM

Sr. No.	Name of document
1	Sealed envelope super scribed as “Application / Tender Form for providing Standard Non-AC / Mini Non-AC bus(es) on lease to State Transport Department Haryana - (Part-II) FINANCIAL BID”
2	Cash receipt /Demand Draft / Pay Order as proof of deposit of application / processing fee
3	Demand Draft / Pay Order as proof of deposit of Earnest Money
4	Proof of being Haryana resident *
5	Proof of Certificate of registration of bus(es)
6	Proof of Insurance of bus(es)

Note: - The applicant should attach self-attested copies of above documents except the documents mentioned at serial No.2 & 3 above.

* Photo copy of any one of the following documents can be attached in proof of being Haryana Resident.

- (i) Birth Certificate (ii) School Leaving Certificate (iii) Aadhar Card
(iv) Voter Identity Card (v) Passport (vi) Life Insurance Policy
(vii) Electricity Bill/Telephone Bill.

APPLICATION/TENDER FORM FOR PROVIDING STANDARD (NON-AC) / MINI (NON-AC) BUSES ON LEASE TO STATE TRANSPORT DEPARTMENT HARYANA FOR VARIOUS DEPOTS OF HARYANA ROADWAYS

Part-I

Application/Processing fee - ₹1000/- (Non-Refundable)

Receipt / Demand Draft / Pay Order No..... ..

Dated

To

The Director/ Director General,
State Transport Department,
Haryana, Chandigarh.

Subject: APPLICATION FOR HIRING STANDARD (NON-AC) /MINI (NON-AC) BUSES.

Sir,

In response to your advertisement in the Newspaper-_____ dated _____ as well as notice on the website www.hartrans.gov.in, I/We _____ hereby

offer _____ number* of _____
{indicate the type of bus i.e. Standard (Non-AC)/Mini (Non-AC)Bus(es)}

for lease to State Transport Department Haryana for various depots of Haryana Roadways. I/We undertake to abide by all the provisions of the Scheme for Hiring of Buses by the State Transport Department, Haryana including the terms & conditions appended thereto.

I/We certify that I am a resident of the State of Haryana. My/our details are as under:-

1. Name of Applicant _____
2. Father's/Spouse Name _____
3. Residential Address with contact No. _____

3A Name of legal heir who has attained the age of majority according to the provisions of the Indian Contract Act, 1872 (in case of an Individual owner only) Sh/Smt./Ms _____.

(* Maximum number of buses of both types cannot exceed five).

4. Proof of residence attached: (Tick whichever is applicable)

- (i) Birth Certificate (v) Passport
 (ii) School Leaving Certificate (vi) Life Insurance Policy
 (iii) Aadhar Card (vii) Electricity Bill/Telephone Bill
 (iv) Voter Identity Card

5. Official Address (with contact number) _____

6. Details of Earnest money deposit:

- i) Demand Draft / Pay Order No. : _____
- ii) Name of the Bank : _____
- iii) Payable at.....
- iv) Date.....

7. Details of buses (Not exceeding five)

Sr. No.	Registration No.	Type of Bus (Standard Non-AC/ Mini Non-AC)	Date and year of manufacturing of bus	Registration valid upto	Date upto which the Insurance is valid
1					
2					
3					
4					
5					

8. Details of Stage Carriage Permits held, if any:-

Sr. No.	Name of the issuing authority	Period for which permit is valid	Type of vehicle covered under permit (Standard non AC/ Mini non AC)
1			
2			
3			
4			
5			

DECLARATION:

I/We hereby state that the information given above is true to the best of my/our knowledge and belief and nothing has been concealed therein. I further undertake that if any information is found to be wrong and false at any stage, my application/agreement is liable to be rejected.

Yours faithfully,

Place : _____

Dated : _____

Signature of the applicant/authorized signatory

Name & Address with contact number

**APPLICATION/TENDER FORM FOR PROVIDING STANDARD (NON-AC) / MINI (NON-AC)
BUSES ON LEASE TO STATE TRANSPORT DEPARTMENT HARYANA FOR VARIOUS
DEPOTS OF HARYANA ROADWAYS**

Part-II

FINANCIAL BID

(To be submitted separately in the sealed envelope)

I, _____ do hereby state and undertake as under:-

- (i) I am / have been duly authorized to sign this document in the capacity of owner/ partner/ director/ member of _____ .
(indicate the name of the firm/ company/ registered society if applicant happens to be firm/company/registered society)
- (ii) I have read and understood the provisions of this scheme namely “Scheme for hiring of buses by State Transport Department, Haryana” along with the terms & conditions appended thereto.
- (iii) I/ the authorized signatory quote the following rates per kilometer chargeable from the State Transport Department, Haryana for providing bus(es) on hire which are inclusive of all costs including diesel charges, repair & maintenance charges, wages/ salary of the driver, insurance charges, service tax and other taxes/levies/fees/charges etc. payable under relevant provisions of the Acts/ Rules but excluding the permit fee, bus stand fee, toll/ entry fee, passenger tax or Special Road Tax (SRT).

Sr. No.	Type of bus	Offered number of bus(es) (not exceeding five including both types)	Indicate make of the bus like Tata/Ashok Leyland/ Eicher/ SML/ Mahindra/ Bajaj etc.	Rates per kilometer		Rate per kilometer in words	Rate/ Price of Diesel per litre on which the rate(s) indicated column No.5/ 6 have been offered
				(5)	(6)		
(1)	(2)	(3)	(4)	Rs.	Paise	(7)	(7)
1	Standard non AC						
2	Mini non AC						

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

Place : _____

Dated : _____

Signature of the applicant/authorized signatory

Name & Address with contact number

RECEIPT

Received one Application/ Tender Form in Part-I and the same is entered at Sr. No. _____ dated _____ in the register maintained for this purpose. The copies of the following documents as ticked in the box have also been received:-

- (i) A sealed envelope super-scribed as “Application/ Tender Form for providing Standard (Non- AC) buses/ Mini (Non-AC) buses on lease to State Transport Department Haryana - Part-II Financial Bid”.
- (ii) Cash receipt /Demand Draft / Pay Order as proof of deposit of application / processing fee
- (iii) Demand Draft / Pay Order as proof of deposit of Earnest Money
- (iv) Proof of being Haryana resident:-
- | | |
|---|--|
| (a) Birth Certificate <input type="checkbox"/> | (e) Passport <input type="checkbox"/> |
| (b) School Leaving Certificate <input type="checkbox"/> | (f) Life Insurance Policy <input type="checkbox"/> |
| (c) Aadhar Card <input type="checkbox"/> | (g) Electricity Bill/Telephone Bill <input type="checkbox"/> |
| (d) Voter Identity Card <input type="checkbox"/> | |
- (v) Proof of Certificate of registration of bus(es)
- (vi) Proof of Insurance of bus(es)

Place:

Date:

Signature of the official with name & designation

Name : _____

Designation: _____

SCHEME ALONGWITH TERMS & CONDITIONS FOR HIRING OF BUSES BY STATE TRANSPORT DEPARTMENT, HARYANA.

A. PURPOSE

Haryana State Transport is the largest stage carriage bus service provider in the State, operating its more than 4100 stage carriage buses from 24 depots and 13 sub depots located at Chandigarh, Delhi and throughout the State of Haryana. The State Transport Department intends to reinforce its bus fleet to enhance the coverage and quality of bus services by hiring standard non AC/ mini non AC buses having age up to five years, on lease basis and to operate them on the routes, on which Haryana Roadways holds valid stage carriage permits, for the convenience of the people.

B. DEFINITIONS

1. "Age of the bus" means age computed from the month & year of manufacturing of that bus.
2. "Basic hiring rates" means the rate of hiring discovered after adoption of methodology for hiring as enshrined in the scheme forming the basis of the agreement.
3. "Bus" means such private bus(es) in the category of standard non AC / mini non AC bus which are owned and maintained by the individual / firms/ society/ company and are hired by State Transport Department, Haryana under the terms & conditions given in the notice inviting application / tender and would be operated as stage carriage on the routes where Haryana Roadways is having valid stage carriage permits. Such buses will be paid hiring charges according to the rates decided by State Transport Department, Haryana.
4. "Department" means the State Transport Department, Haryana.
5. "Designs & Specifications" means the design & specification of the Standard (Non-AC) and Mini (Non-AC) bus as specified in Annexure 'A' and Annexure 'B' respectively appended to this Scheme.
6. "Lease" means a contract or an instrument conveying any property to another person or entity for a specified period under various terms & conditions in exchange of something of value in the shape of rent or charges.
7. "Mini bus" means a bus with body having seating capacity of at least 32 excluding driver, built on a bus chassis with minimum wheel base of 3200 mm.
8. "Month" means a calendar month.
9. "Owner" means a person in whose name a bus stands registered and where such person is a minor, the guardian of such minor, and in relation to a bus which is the subject of a hire-purchase agreement, or an agreement of hypothecation, the person in possession of the bus under that agreement.
10. "Possession" means the right to control that a person intentionally exercises towards a thing or property. Such a right may vest with the owner himself or that can be assigned by him to any other person/ entity for some consideration under an agreement.
11. "Standard bus" means a bus with body having seating capacity of at least 52 excluding driver, built on a bus chassis with minimum wheel base of 5325 mm and fitted with air suspension at rear axle.
12. "Year" means a period of 365 days from the date on which the bus was actually provided by the owner for operation to the concerned General Manager of Haryana Roadways depot.

C. METHODOLOGY OF HIRING

1. Tenders/ Applications will be invited from residents of the State of Haryana, asking them for quoting the rates at which the tenderer/ applicant will provide bus(es) to the State Transport Department, Haryana on Kilometer basis on lease as per the terms & conditions of this Scheme. Tenders/ Applications will be received only at the Head Office of State Transport Department, Haryana located at 2nd Floor, 30-Bays Building, Sector 17, Chandigarh on or before 22.12.2015 up to 15:00 hrs. mentioned in the Notice inviting tenders/ applications.

1.1 Conditional Tenders/ Applications, Tenders/Applications without a quote of rates or multiple quotes or rates not quoted in the appropriate form i.e. Part-II (Financial Bid) of the application form in a sealed envelope, will be summarily rejected.

1.2 The tenderer/applicant will have to deposit a sum of ₹1000/- as application fee/ processing fee with the application form in the shape of cash receipt issued by the cashier in the Headquarter or demand Draft or Pay Order in favour of the Director/ Director General, State Transport Department, Haryana payable at Chandigarh.

1.3 Applications/ tenders will be submitted in the appropriate forms comprising of Part-I and Part-II. Part-I consists of the general information and certain details on the EMD/ processing fees etc, whereas Part-II consists of the Financial Bid which should invariably be submitted in the sealed envelope superscribed thereon, **“Application / Tender Form for providing Standard Non-AC / Mini Non-AC bus(es) on lease to State Transport Department Haryana - (Part-II) FINANCIAL BID”**. While submitting the application form(s), the sealed cover containing Part-II shall be placed inside the bigger envelope along with the application form in Part-I and other documents as required.

1.4 The tenderer/ applicant must submit the application form along with Earnest Money of ₹50,000/- for each Standard (Non-AC) bus and ₹35000/- for each Mini (Non-AC) bus in the shape of Demand Draft or Pay Order payable at Chandigarh, in the favour of Director/ Director General, State Transport Department, Haryana. Tenders without earnest money shall not be entertained and would be liable for rejection out rightly.

1.5 After receipt of the tenders/ applications the information provided by the tenderer will be evaluated by a Committee constituted for the said purpose by the Department/ Govt. for assessing the eligibility of the applicant. After such evaluation, the Financial Bid of the eligible applicants will be opened in the presence of willing participants/ applicants who may like to attend the opening of Financial Bids. A notice shall be issued in the newspaper as well as uploaded on the website of the

Department i.e. www.hartrans.gov.in. After opening of the Financial Bids of qualified bidders a comparative statement of quoted rates shall be prepared for identifying the applicant(s) quoting the lowest rate i.e. L₁.

2 The rates of hiring charges shall be discovered on the basis of rates quoted by the L₁ bidder (the lowest bidder). After knowing the lowest rates, these shall be offered for acceptance to all the valid bidders. The bidders agreeing to the lowest rates will be considered for placing the order for providing the bus on lease basis to the State Transport Department, Haryana under this scheme. However, the existing operator in the State of Haryana having valid stage carriage permit under any scheme would have a prior right for being considered for placing the order for providing the bus if they agree to match the lowest discovered rates.

Such owner will have to surrender the permit so held before signing the agreement.

3. No interest shall be paid on the earnest money deposited by the applicants/ tenderers. The earnest money deposit of the unsuccessful applicants/ tenderer will be refunded after decision of hiring rates by the Govt./ competent authority. The earnest money deposit of the successful applicant/ tenderer will be refunded only after entering into agreement with the authorized General Manager of the State Transport Department, subject to his submission of the required bank guarantee/ security.

D. PAYMENT OF HIRING RATES

1. The hiring rates discovered after following the methodology as mentioned under 'C' above will become the basic hiring rates and the same will be the benchmark for future adjustments during the period of the agreement. The basic rates would be adjusted proportionately on monthly basis by keeping in view the increase / decrease in average rate of diesel in the previous month. A fixed increase of 5 paise per kilometer per annum (to be further adjusted on pro-rata basis by keeping in view the period for which the bus plied in a particular year), on account of increase in the maintenance cost, manpower cost, insurance and other Govt. taxes and levies will be allowed after completion of one year from the date the bus was provided on lease to the allotted depot of Haryana Roadways.

2. Hiring rates shall consist of two components –

(i) Diesel

(ii) Repair & maintenance charges, wages/ salary of the driver, insurance charges and the taxes/ levy/ fees/ charges etc. payable under relevant provisions of the Acts/ Rules but excluding the permit fee, bus stand fee, toll/ entry fee, passenger tax/Special Road Tax.

65% weight of hiring rate per kilometer will be attributed to the cost of diesel and the remaining 35% of hiring rates would be assumed to be on account of the expenses as indicated in (ii) above.

3. The payment on hiring rates for assured operation per month/ per day shall be in accordance with the following table after deducting penalties, if any:-

For Standard (Non AC) Buses: -

		Daily minimum kilometers
For age upto 4 years.	8400 kilometer per month	300 kilometer per day
For age more than 4 years.	7000 kilometer per month	250 kilometer per day

For Mini (Non AC) Buses:-

For age upto 4 years	6440 kilometer per month	230 kilometer per day
For age more than 4 years.	6020 kilometer per month	215 kilometer per day

4. The payment shall be made fortnightly on the basis of invoice/ bill submitted duly signed by the owner of the bus subject to his/ her entitlement.
5. If the operated kilometers of hired bus are less than 50% of the daily scheduled 300 kilometers (for Standard Non-AC Bus)/ 230 kilometers (for Mini Non-AC Bus) due to the acts of omissions/ commissions on the part of the bus owner or due to breakdown of the hired bus then no payment except diesel charges for the completed kilometers for that/ those particular day(s) shall be made.

E. OTHER TERMS AND CONDITIONS :

1. Maximum number of buses for which the hire rates can be quoted by an individual, firm, company or a registered Society or any other legal entity shall not exceed five in total including both the Standard(Non-AC) and Mini(Non-AC) buses. An individual submitting the application/tender form shall have to give an undertaking that he/she is not a partner/director /member of any firm/company/registered society which has submitted application/tender form under this scheme. Likewise, an undertaking shall be given by the authorized signatory making the application /tender form on behalf of firm/company/registered society that none of the partner/director /member of the firm/company/registered society submitting the application/tender form is/are partner/director /member in any other firm/company/registered society which has submitted/is submitting the application/ tender form under this scheme.
2. Only those bus(es) will be taken on lease by the Department that have not attained the age of three years at the time of agreement. The hiring period will be up to 10 years of the age of the bus subject to fitness being issued by the Regulatory Authority.
3. Bank Guarantee (equivalent to 10% value of annual hiring rates payable) shall be extended from time to time so as to ensure that contractual liability on the part of owner is met out in case of any default on his part during the entire lease period.
4. Before entering into an agreement with the Department the owner shall get the bus(es)

registered in his/her/its name in the State of Haryana. All the charges, taxes and expenses in this regard shall be solely borne by the owner and the Department shall not reimburse any expenditure incurred on this score. No leased bus having defaulted in making payment of motor vehicle taxes or any other Government dues for a period of more than one month beyond the due date of such payment shall be allowed to operate and the contract can be terminated after due notice to the owner besides deducting/ recovering the amount due on account of Road Tax along with interest and penalties as per provisions of Haryana Motor Vehicles Taxation Act, 2013 and Rules made thereunder. The owner will ensure timely renewal of fitness certificate, pollution under control certification and will be exclusively responsible for penal action, if any, on account of violation on the above score.

5. 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 the department shall have the right to reduce the rates per kilometers on pro-rata basis from the respective component of hiring rates.
6. The bus(es) shall be provided by the owner complete in all respects after complying with the standards, specifications, color scheme as prescribed by the Department, at his /her own cost. It will be sole responsibility of the owner to comply with the statutory requirements like getting the bus(es) insured, seeking certificate of fitness etc. from the concerned authorities. The owner will have to procure comprehensive Insurance of the bus by getting clause "IMT 44" (Indemnity to hirer-package policy-negligence of the owner or hirer) included in the said policy by way of an endorsement from the insurance company during the lease period. Not arranging of this comprehensive insurance for leased bus by the bus owner will lead to termination of contract automatically.
7. The owner shall enter into an agreement with General Manager of the allotted Depot of Haryana Roadways within 90 days of finalization of the hiring rates. In case he/she fails to produce the bus for operation to the concerned General Manager of Haryana Roadways Depot or fails to enter into an agreement within the allowed period of 90 days, the Earnest Money Deposit shall be forfeited.
8. The owner will provide bio-data of Driver(s) to the General Manager of the concerned depot. He will ensure that the driver(s) should not have attained the age of 55 years, or be a dismissed/terminated employee of Haryana Roadways. It will be the responsibility of the owner to ensure that the driver(s) deployed on the bus(es) during the lease period, is/are having

valid driving licence for driving Heavy Passenger Vehicles on plains as well as on Hill roads, is/are medically fit and wear prescribed ash grey colour uniform provided at the owner's cost. He would get the antecedents of the driver(s) and his/their driving license verified from the concerned district authorities/licensing authorities before they are allowed to be put on duty. The copy of such verification shall also be delivered to the concerned General Manager of Haryana Roadways Depot. He would further ensure that the driver is having valid driving license for all times during the period of lease. If at any time it is found that the bus is being driven by an unauthorized driver or by the driver who is not having valid driving licence then the responsibility of MACT claim or liability or loss, if any, would solely be that of the owner. However, if any liability is put on/passed on to the department of the depot of Haryana Roadways by any orders of the courts, in that situation the department or the depot of Haryana Roadways will be at liberty to recover the same from the owner of the bus. Such recovery can be effected from the dues payable to owner on account of hiring rates or by encashment of bank guarantee or by way of any other legal action that may warrant. The owner shall ensure that the driver shall abide by various instructions issued by the department from time to time in the public interest.

9. The owner shall be responsible for repair and maintenance of the bus and the expenditure on account of diesel, oil & lubricants, tools, tyres and tubes, spare parts and all kind of maintenance of the bus(es) shall be responsibility of the owner and no such expense will be reimbursed by the department.
10. The owners can change the driver(s) if so required and intimation to this effect shall be given to the concerned General Manager. However, the process of verification of antecedents and driving licence from the concerned authorities would be adopted as such. The drivers who are to be put on duty should have a valid driving licence issued by the Competent Authority.
11. Safety instructions issued by State Transport Department, Haryana to drivers, relating to safety of passengers/lady passengers shall be applicable to the driver of the bus. If the conductor of the bus directs the Driver of the bus to do any act, including bringing the bus to a halt or taking it to the Police Station with the view to prevent any crime against a woman, it shall be the duty of the Driver to obey such directions. In case of failure of the Driver to do so, the Agreement will be liable for termination forthwith, without any notice and the amount of bank guarantee shall be automatically forfeited.
12. The driver of the bus will continue to be the employee of the owner of the bus and the owner

will be liable for the compliance of all Labour laws e.g. payment of Minimum Wages Act, PF Act, ESI Act, Motor Transport Workers Act etc. The owner will be liable to maintain proper accounts of all mandatory deductions and deposit thereof with the respective authority after verification of the documents by Chartered Accountant from time to time and submit the details/challans quarterly to the concerned General Manager Haryana Roadways. The department shall not be responsible for any liability on this account. If Haryana Roadways or the department is made a party for non-compliance of the provision of the above Acts which was primarily the responsibility of the owner then in such case all the expenses incurred for defending the case, penalty if any levied by the competent authority/courts shall be recoverable from the owner in the same manner as indicated in paragraph 8 above.

13. The owner will be responsible for any deficiency in service on the part of the owner/bus driver with respect to non-plying of the bus as per the schedule. If any litigation arises due to any shortfall in bus operation, the owner shall be held responsible. Likewise he will be responsible for the acts of omission and commission on the part of the driver and would be liable to pay compensation on account of MACT claims for which the department shall not make any reimbursement.
14. The owner shall be responsible for proper attendance and defence during the proceedings either before the Motor Accidents Claims Tribunal or tribunals, Commissioner for Workmen Compensation, Regional/State Transport Authorities etc. at his/her own expenses. 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 for which no liability shall rest upon the department.
15. The buses offered for lease to Haryana Roadways should be registered in the State of Haryana. The bus(es) should always carry, while in contract with Haryana Roadways, 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. It is the responsibility of the bus owner to maintain the bus in good condition. The expenditure relating to maintenance of the bus and operational cost such as diesel, tyres, spares, lubricants, wages of Driver, Cleaner etc., shall be borne by the bus owner himself. After operation of the bus on the route and time schedule of the concerned depot, the bus will be parked at appropriate place under the control of owner and

the owner will have no right to park the bus at bus stand of the concerned depot.

16. The bus will be required to meet the emission norms applicable in the concerned depot location as notified by the Government from time to time.
17. The owner of the bus(es) will ensure that the bus(es) is/are kept in neat and clean conditions at the start of the journey and the upholstery of the passengers seats is properly maintained. The bus shall be provided equipped with a Global Positioning System (GPS) Device as recommended by the department, fire extinguisher, first aid box with glazed front with the articles mentioned in Rule 133(2) of Haryana Motor Vehicles Rules, 1993, spare-wheel, spare kit, Water proof canvas, Jack and all other necessary tools. The bus shall also be fitted with speed limiting device meeting the AIS: 018 specification and Reflective tapes/Reflectors of the type mentioned in Rule 104 of Central Motor Vehicles Rules, 1989. The bus shall, in general, meet the entire requirements included in chapter VII of the Haryana Motor Vehicles Rules, 1993. For making arrangement of all the above, the department shall not pay any extra charges or reimbursement. The bus shall be driven at a speed not exceeding the speed limit fixed under section 112 of Motor Vehicles Act, 1988 and the Speed Limiting Device should be able to control the speed at maximum prescribed speed.

Further, in the event the GPS system becoming damaged or rendered non- functional on account of fault of the owner/driver, the same will be replaced by owner of the bus within three days. Non-compliance of this condition may result into suspension of the contract for a period of one week and a penalty of Rs.1000/- per day will be imposed. In case of continuing non-compliance after a period of one week the agreement can be terminated after issuing a notice of seven days.

18. In case of any mishap/accident by the bus, the owner shall arrange immediate financial assistance to cover Medicare to injured persons or as a measure of financial assistance to the dependents of the deceased passengers/persons, in case of fatal accidents.
19. The name of the legal heirs along with an affidavit to this effect shall be mentioned in the application form by the owner at the time of submission of the application form / tender form. In the event of death of an individual owner, it shall be the responsibility of the legal heirs of the deceased owner to intimate the Department immediately about the demise of the owner with whom the agreement was signed initially. In case such legal heir fails to discharge his duty then he will be liable to make good the losses / liability sustained on account of operation of the bus. Such legal heirs may make a request in writing for continuation of agreement for the remaining period and if the department gives its consent to the request after confirming that all the

requirements have been complied with by the legal heirs, it may enter into a agreement within a period of 15 days from the date of making such request. During the intervening period of 15 days the operation of the bus will remain suspended. The department may unilaterally decide to cancel the agreement after the expiry of period of 15 days without incurring any liability on the score of rescinding the contract. However, such transfer of ownership will not be applicable in case of change of membership where the bus is registered in the name of firm/ registered society/company.

20. The liability to make payment of prevalent service tax and any other statutory levies as imposed by the Government from time to time excluding the permit fee, bus stand fee, toll/entry fee, passenger tax/SRT on account of operation of the bus(es), shall be that of the owner without any reimbursement to be made by the department. The proof of payment of service tax or any other statutory levies imposed by the government shall be submitted along with the bill of the last month of the quarter. Similarly the owner shall obtain individual Provident Fund Code Number from the Provident Fund authorities and recover PF and ESI contributions from the wages of the Drivers engaged by him/her and remit the same to the concerned PF/ESI authorities together with Employer's contribution as prescribed in the PF/ESI act from time to time, every month. The proof of payment of PF/ESI contribution to the concerned authority shall be submitted along-with the bill of first fortnight of the month for the payment pertaining to the preceding month. The ESI contribution along with the Employer's contribution shall be deposited with the concerned ESI authorities by 21st of every calendar month to ensure that all the benefits under ESI scheme are extended to the Drivers under the ESI Act, 1948. In addition to the above, the owner shall be responsible for observance of all provisions of the Motor Transport Worker Act 1961, if five or more transport workers are employed by him/her. The owner shall get himself/herself registered from the Labour Department, in case he/she is not registered already as per provisions of the Act and has employed five or more Motor Transport Workers.
21. If any contraband or explosive of any nature is found in a bus, the Department shall not be responsible for the same. If such contraband/explosive were being transported with active involvement of the driver or owner of the bus then the Agreement will be liable for termination forthwith, without any notice and the amount of bank guarantee shall be automatically forfeited.
22. In the event of the bus being challaned for any of the violation of the provisions of the Motor Vehicles Act/Rules of the land, it shall be the liability of the owner to discharge the challan of the said bus at his/her own expense.

23. The owner of the leased bus(es) shall maintain a vehicle log book in the Proforma prescribed by department for each bus. The log book should be got attested by the owner from the conductor deputed with the bus daily and from the authorized officer of the Depot of Haryana Roadways every week.
24. The owner will be paid by the department for the operated kilometers at the rate per kilometer finalized between the owner and the department. The department will ensure a minimum guaranteed operation for the bus per month, keeping in view age of the bus at the time of contract, which runs as under:-

For Standard (Non AC) Buses: -

		Daily minimum kilometers
For age upto 4 years	8400 Kms. Per month	300 Kms. per day
For age more than 4 year but less than 5 years.	7000 Kms. per month	250 Kms. per day

For Mini (Non AC) Buses:-

For age upto 4 years	6440 Kms. Per month	230 Kms. per day
For age more than 4 year but less than 5 years.	6020 Kms. per month	215 Kms. per day

Assured minimum mileage given above shall be calculated on quarterly basis. The owner should ensure that the bill for kilometers operated by the bus(es), duly supported by relevant documents is submitted every fortnight to the concerned General Manager.

25. The owners shall quote the rates of diesel per litre in the financial bid in Part II of the application/tender form in the sealed envelope after reading carefully the undertaking recorded therein. In case of increase/decrease in the price of diesel, hire rate shall be revised proportionately every month, by bifurcating the hiring rates in two components—
- 65% of quoted rate shall be treated on account of diesel and,
 - remaining 35% relating to the expenses to be incurred on repair and maintenance, wages/salary of the driver, insurance charges, taxes levy and fees, chargeable under relevant provisions of the Act/Rules but excluding the permit fee, bus stand fee and toll/entry fees.

Say for example, if the rates quoted in the tender/application is ₹16/- per kilometer with the prevalent diesel price @ ₹48/- per liter, then ₹10.40 per kilometer(i.e.65%) will be on account of diesel expenses and remaining ₹5.60(35%) will be on account of expenses as indicated at (ii) above. If the diesel prices get increased to ₹49/- per liter then hiring rate will be revised to

$\text{₹}(49\div 48)\times 10.4+5.60=\text{₹}16.22$ per kilometer.

26. In the event of unforeseen circumstances, like natural calamities, curfew, bandhs, strike by government employees, beyond the control of the department due to which operation of bus remained suspended, the owner shall not be entitled for payment of the hiring charges for that day. Besides the above, the department shall not be responsible for any damage or loss caused to the bus during the period of agitations, accidents etc. and the owner can seek claim under comprehensive insurance policy as availed by him as mentioned in paragraph 6 of clause "E" i.e Other Terms and Conditions"
27. The department shall pay Bus Stand fee, toll tax/entry fee, passenger tax/SRT and permit fee only. Rest of the all the taxes, charges, liabilities and government levies relating to the bus and manpower deployed by the owner shall be the exclusive responsibility of the owner for which no reimbursement shall be given.
28. The department shall have operational control over the bus(es) and will be at liberty to utilize it/them on any route(s) at any time schedule fixed for the permit(s) available with the department. The department shall have complete liberty to operate the bus on any route, prescribe stoppages on that route, determine the place of origin of the route and change the route from time to time as per the needs and requirements of the department in public interest.
29. The department shall provide Conductor/conductors for the operation of bus under whose control the bus will ply from one destination to another. The bus driver shall not start the bus unless the Conductor gives proper signal for driving the bus. It will be incumbent upon the driver to stop the bus at all prescribed bus stops on the allotted route and whenever the Conductor asks him to do so. The owner of the bus will exercise absolutely no operational control over the bus. The department shall have the right to get the driver substituted by another driver if the former fails to perform his duties satisfactorily in the assessment of the department. The owner shall be responsible to make arrangements of a suitable substitute immediately.
30. The conductor of the department provided in the bus shall carry necessary equipment for the issuance of tickets to the passengers. The department shall have absolute right to collect fare or luggage or freight charges (in case of bus being also utilized for carrying parcel service, postal mail bags, etc.) and the bus owner shall have no right or claim over such charges. The freight and fare collection from passengers will be income of the department and owner will have no right over this income or fare charged from the passengers travelling in the bus. The department shall enjoy exclusive rights to check the bus for the purposes of ensuring that proper tickets are issued to the passengers or for the purposes of assessing the general conduct of the

driver/conductor as is being exercised in case of buses owned by the State Transport Department. The driver shall bring the bus to a halt on its being signaled by the Inspectorate Staff of the department failing which he shall hold himself liable for penalty of ₹500/- per such default.

31. For counting the assured kilometers per month, the scheduled kilometers assigned to the bus shall be counted for the purposes of paragraph 24 of clause "E" i.e "Other Terms and Conditions", even in the situation when the bus goes under a mechanical breakdown en-route. If the bus gets breakdown on the way before covering less than 50% of the scheduled kilometers on the allotted route for the day, then owner will get no payment for that day, except HSD charges for the completed kilometers. However, if the bus covers more than 50% of the schedule kilometers, then payment for actually covered kilometers shall be payable at the approved rate. In case the mileage covered by bus is less, due to breakdown en-route then the mileage for which Special Road Tax had been paid in advance for that day, the amount of Special Road Tax for number of kilometer covered less shall be recoverable.
32. Haryana Roadways will need buses on all days. The owner of bus will be allowed two off days in a month for routine maintenance and upkeep of the bus. For major over-hauling, he/she will be allowed four additional off days, maximum twice 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 General Manager of the Depot. The Bus Owner shall give prior information in this behalf at least 24 hours in advance. For non-supply of bus(es) without prior information and approval, penalty to the tune of ₹4000/- for the first day and ₹5000/- for the subsequent days for Standard bus & ₹3000/- for First day and ₹3500/- for the subsequent days for Mini bus would be charged from the owner for causing inconvenience. For a continuing lapse for seven days on the part the owner, the department may proceed to cancel the agreement and forfeit the bank guarantee given by the owner. However, where the bus(es) meets with an accident or is in custody of Police for any violation or is detained in a workshop due to accident for carrying out repairs and intimation in this behalf has already been given by the owner well in time to the Haryana Roadways Authorities, no penalty shall be imposed upon its owner for non-providing of bus(es) for the period it/these remained detained/off road. If it is found that wrong and misleading information had been given and bus is actually being used for purposes other than for which it was hired, the owner would be held liable and proceeding for cancellation of the agreement shall be initiated after giving due notice.

33. The bus(es) shall be painted as per color scheme approved by the department. The rights to display advertisement boards on the bus(es) in the interior and exterior portion of the bus or install mobile phones and the income earned from these activities shall belong to the department. The owner of the bus has no right to claim this revenue. After termination/completion of the contract, the owner of the bus shall remove the color scheme of the bus at his/her own expense and his/her security will be refunded thereafter only.
34. Total kilometer operated in a day shall be computed as per the distance mentioned in fare table. However, in case the actual kilometer covered from originating point to the terminating point are lower than that mentioned in the fare table the actual mileage shall be reckoned for the purposes of calculation of total kilometers performed on any day. The department will always be at liberty to reckon the kilometers performed by bus with the help to electronic devices alone.
35. The leased bus will not be used by the owner for carrying passengers for him/her 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 State Transport, Haryana. Consequently, beside the termination of the contract and forfeiture of the earnest money/security, the Criminal proceedings may also be initiated against the owner.
36. The department will have the right to cancel the lease agreement in case, it comes to conclusion that the 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. .
37. If the owner wants to cancel the hire agreement, he can do so by giving one month notice to the Director/Director General, State Transport, Haryana or any other officer of the department authorised in this behalf. However, in such eventuality, the bank guarantee submitted by him shall be forfeited and encashed.
38. The bus may be permitted to carry one helper apart from driver whose particulars will be provided by the owner to the General Manager of the concerned depot in advance.
39. The late departure & early/ advance arrival of hired bus shall invite penalty of ₹1000/-.
40. The operation of hired bus via bye pass / over bridge having prescribed bus stop at ground level unless directed by the department shall invite penalty of ₹1000/ per such occurrence.
41. It will be the sole discretion as to decide the number of the bus(es) required/allocated to a particular depot and it will be the discretion of the concerned General Manager to ply the bus on any of the route(s) including inter- state route(s) for which Haryana State Transport

Department holds valid permits.

42. In case of any dispute between the owner and department, the Principal Secretary/ Additional Chief Secretary to the Govt., Haryana, Transport Department, or any other person appointed by him/her will act as an Arbitrator and his decision will be binding and final on both the parties.
43. In cases of dispute between the parties, the Courts at Chandigarh will have the jurisdiction for adjudication.
44. Director/Director General, State Transport, Haryana has the right to reject any tender without assigning any reason.

Annexure-A

Standard Non AC Bus specifications:

A 52 seater (excluding driver and conductor) Standard Diesel engine non AC bus meeting BS-III/BS-IV emission norms fabricated on bus chassis having the following broad specifications: -

S.No.	Nomenclature	Description
1.	Gross Vehicle Weight	15-16 MT
2.	Engine BHP	90 KW minimum i.e. 120 HP minimum
3.	Emission norms	BS-III/BS-IV
4.	Fuel	HSD
5.	Transmission/Gear Box	Manual transmission with speed limiting device able to control speed at 80 Kmph.
6.	Steering	Power steering
7.	Service Brake	Dual line full air brake system with/without (anti-lock braking system) ABS.
8.	Parking brake	Graduated valve controlled hand operated parking brake acting on rear wheels
9.	Shock absorbers	Ft Axle to be fitted.
10.	Electrical system	24 Volt with 150 AH two Batteries
11.	Maximum speed	80 KMPH controlled with Speed limiting device meeting AIS:018
12.	Overall length of bus chassis having maximum 60% ROH.	Minimum 10.5 M Maximum 11.1 M
13.	Ground Clearance	240mm minimum
14.	Type of suspension.	Leaf spring shackle type suspension with shock absorbers, preferably having Rubber ended Weveller type Leaf springs suspension at Front axle and Air suspension at rear Axle.
15.	Other fitments	Any other fitment that becomes mandatory to be fitted as per CMVR 1989 in bus chassis at the time of delivery of bus chassis.