

**DIRECTORATE OF STATE TRANSPORT, HARYANA**  
**2<sup>nd</sup> Floor, 30 Bays Building, Sector 17, Chandigarh**

**HIRING OF STANDARD NON AC BUSES**

Online tenders are hereby invited for hiring of 190 Nos. Standard (Non AC) buses with BS-IV emission norms on rates per Kilometer (Km) basis for operation by State Transport, Haryana against the route permits held by its depots.

**Note:**

<b>Sr. No.</b>	<b>Name of Activity</b>	<b>EMD *</b>	<b>Tender Document fee (Rs.)</b>	<b>Tender No.</b>	<b>Eligibility Criteria</b>
1	Hiring of 190 Standard (Non AC) buses with BS-IV emission norms on kilometer basis for operation by Haryana Roadways Depots against the route permits held by the depots.	Minimum Rs. 5.00 Lakh or @ Rs. 1.00 Lakh per bus for minimum 5 Nos. of buses. <b>OR</b> Rs. 1.00 lakh per bus if the no. of offered buses exceeds 5 buses.	Rs.5000/-	6/2018-19/ SPA-1/ Tech	The tenderer/bidder should be an individual, firm, company, registered society or any other legal entity.

(i)\**The bidder who quote hiring rate lower than the minimum indicated hiring rate of Rs.19.50 per kilometer for diesel price of Rs. 60.00 per litre in the designated Financial Proforma online, is required to deposit EMD at higher rate of Rs. 2.00 lac per bus. This additional EMD of Rs.1.00 Lac per bus will be allowed to be deposited by such bidders after normal closing of the tender including the Commercial Bid but within 72 hours from the date and time of closing of Commercial/Technical Bid. Such bidder(s) will be offered separate online facilities on the website: <https://etenders.hry.nic.in> to deposit the additional EMD of Rs.1.00 lac per bus. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online tenders at the Portal: <https://etenders.hry.nic.in>. The Helpline Nos. of the Portal are 0172-2700275, 0120-4001002, 4200462, 4001005 and 6277787. Haryana e-tenders Help Desk office will remain closed on Saturday, Sunday and National Holidays.*

(ii) *It is clarified that the tenderer(s) who have been allocated buses in earlier process of hiring of buses (i.e. 510 buses) is/are eligible for participation in this process, the clause E(1) of Terms & conditions may be read as a process, not the Scheme for this process.*

(iii) *The lease agreement to be entered with successful bidders has also been attached along with tender which should also referred for quoting the price in financial bid.*

Tender documents can be downloaded online from the Govt. Portal: <https://etenders.hry.nic.in> and <https://www.hartrans.gov.in>. The tender can be downloaded from **07.02.2019 at 15.00** hours and the last date of submission of online e-tender is **01.03.2019** up to 15.00 hours.

**A pre bid meeting is scheduled to be held on 14.02.2019 at 11.00 hours in the O/o Director, State Transport Haryana for the clarification, if any.**

Sd/-

**Director, State Transport,  
Haryana, Chandigarh.**

**APPLICATION/TENDER FORM FOR PROVIDING STANDARD (NON-AC) BUSES WITH BS-IV EMISSION NORMS ON HIRE TO STATE TRANSPORT DEPARTMENT HARYANA FOR VARIOUS DEPOTS OF HARYANA ROADWAYS**

**Part-I Technical Bid**

**Application Fee :Rs.5000/- (Non-Refundable), to be paid online.**

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

**Subject: APPLICATION FOR HIRING OF STANDARD (NON-AC) BUSES.**

Sir,

In response to your advertisement in the Newspaper-\_\_\_\_\_ dated\_\_\_\_\_ as well as notice on the websites <https://etenders.hry.nic.in> and [www.hartrans.gov.in](http://www.hartrans.gov.in), I/We \_\_\_\_\_ hereby offer \_\_\_\_\_ number\* of Standard (Non-AC) Buses 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 citizen of India. 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\_\_\_\_\_.

(\* There is no limit on number of buses that can be offered under this Scheme).

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

- |                                 |                          |                                       |                          |
|---------------------------------|--------------------------|---------------------------------------|--------------------------|
| (i) Birth Certificate           | <input type="checkbox"/> | (v) Passport                          | <input type="checkbox"/> |
| (ii) School Leaving Certificate | <input type="checkbox"/> | (vi) Life Insurance Policy            | <input type="checkbox"/> |
| (iii) Aadhar Card               | <input type="checkbox"/> | (vii) Electricity Bill/Telephone Bill | <input type="checkbox"/> |
| (iv) Voter Identity Card        | <input type="checkbox"/> |                                       |                          |

5. Official Address (with contact number )  
\_\_\_\_\_  
\_\_\_\_\_

6. Details of Earnest money deposited online: Amount in Rs.\_\_\_\_\_

7. Details of buses, if already available buses are being offered.

Sr. No.	Registration No.	Type of Bus (Standard 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 of old, already available buses, being offered, if any:-

Sr. No.	Name of the issuing authority	Period for which permit is valid	Type of vehicle covered under permit (Standard 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

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

**Part-II**

**FINANCIAL BID**

**(To be submitted online only)**

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, Motor Transport 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) and GST.

Sr. No.	Type of bus	Offered number of bus(es)	Indicate make of the bus if already available buses offered (like Tata/Ashok Leyland/ Eicher, etc.)	Rates per kilometer inclusive of GST.		Rate per kilometer in words inclusive of GST.	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	(6)	(7)
1	Standard 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

\_\_\_\_\_  
\_\_\_\_\_

## ANNEXURE - A

Depots List:-

1	Sonepat	43
2	Y. Nagar	05
3	Kurukshetra	05
4	Gurugram	35
5	Rohtak	42
6	Rewari	15
7	Bhiwani	02
8	Sirsa	08
9	Faridabad	05
10	Jhajjar/Bahadurgarh	20
11	Palwal	05
12	Nuh	05
	Total	190

NOTE: It is made clear that where the number of buses offered for hiring in a particular depot is less than five buses, the tenderer can offer minimum five buses after clubbing with other depots.

**ANNEXURE - B**

Details of buses, if already available buses are being offered.

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

**ANNEXURE – C**

Details of Stage Carriage Permits of old, already available buses, being offered, if any:-

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

**SCHEME FOR HIRING OF STANDARD (NON AC) BUSES ON KILOMETER BASIS  
BY STATE TRANSPORT DEPARTMENT, HARYANA.**

**A. PURPOSE**

Haryana State Transport is one of the leading stage carriage bus service provider in the Country, operating its more than 4100 stage carriage buses from 24 depots and 12 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 new standard non AC buses 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 buses in the category of standard 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) buses as specified in Annexure 'A' 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. "Month" means a calendar month.

8. "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.

9. "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.

10. "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.

11. "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 an individual, firm, company or a registered Society or any other legal entity, asking them for quoting the rates at which the tenderer/ applicant will provide buses to the State Transport, Haryana on Kilometer basis on lease as per the terms & conditions of this Scheme. Tenders/ Applications will be submitted online only on or before the closing date as mentioned in the Notice inviting tenders/applications for minimum five new standard Non AC buses.

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) or non-submission of tender/application online will be summarily rejected.

1.2 The tenderer/applicant will have to deposit a sum of Rs.5000/- as application fee online. The above payment will not be accepted off-line.

1.3 Applications/ tenders will be submitted online in the appropriate forms comprising of Part-I and Part-II. Part-I consists of the general information whereas Part-II consists of the Financial Bid which should invariably be submitted online.

1.4 The tenderer/ applicant must submit the application form online along with Earnest Money of minimum Rs.5.00 lakh or @ Rs.1.00 lakh per bus for minimum five numbers of buses. If the number of offered buses exceeds five buses then EMD @Rs.1.0 lakh per bus will be deposited online. Tenders without earnest money shall not be entertained.

1.5 The minimum indicated hiring rate of Rs.19.50 per kilometer for diesel price of Rs.60.00 per litre is expected for such hired buses for minimum assured mileage of 9000 Kms per month. However, tenderer/applicant are allowed to quote hiring rate lower than the above indicated hiring rate per kilometer for depot location of their choice. Such bidders who quote hiring rate lower than the minimum hiring rate recommended by the department, shall be required to deposit the EMD at higher rate of Rs.2.0 lac per bus. This additional EMD i.e. Rs.1.0 lac per bus will be allowed to be deposited by such bidders after normal closing of the tender, including the commercial bid but within 72 hours from the time of closing of e-tender. E-tendering platform will offer such facility to bidders quoting hiring rate per kilometer lower than indicated hiring rate of Rs.19.50 per kilometer for diesel price of Rs.60.00 per litre.

1.6 After receipt of the tenders/applications online, the information provided by the tenderers 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 Bids of the eligible applicants will be opened/downloaded in the presence of willing participants/ applicants who may like to attend the downloading 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](http://www.hartrans.gov.in). After opening of the Financial Bids of qualified bidders a comparative statement of the online quoted rates for each depot location indicated by the bidders shall be prepared for identifying the applicant(s) quoting the lowest rate i.e. L-1 for depot of their choice.

2 The rates of hiring charges shall be discovered on the basis of rates quoted by the L-1 bidder (the lowest bidder) for the depot of choice indicated by the bidders. After knowing the lowest rates for each depot location, these shall be offered for acceptance to all other valid bidders, keeping in view their quoted rates for that particular depot location. The bidders agreeing to the lowest rates of depot of their choice will be considered for placing the order for providing the buses on lease basis to the depot of choice of State Transport Department, Haryana under this scheme. Applicants will quote their rates for new buses also that can be purchased within 150 days of signing the agreement for hiring the buses under the scheme.

3. No interest shall be paid on the earnest money submitted 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. 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 and GST.

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.

2. The hiring rates discovered for each depot of Haryana Roadways after following the methodology as mentioned under 'C' above will become the basic hiring rates for that particular depot and the same will be the benchmark for future adjustments during the period of the agreement. 65% of the basic hiring rates would be adjusted proportionately on monthly basis by keeping in view the increase / decrease in arithmetical average rate of diesel in the previous month at the location of the depot of hired bus. Remaining 35% component of the hiring rate, on account of increase in the maintenance cost, manpower cost, insurance and other Govt. taxes and levies will be allowed to be increased after every one year from the date of providing buses on hire, on the basis of increase in consumer price index (CPI) during the period of one year, assuming the consumer price index in the month of closing date of tender as the basic consumer price index, without compounding. For working out this fixed increase after one year the consumer price index (CPI) in the week after completing one year period of hiring of bus will be taken for comparison with the basic consumer price index at the time of hiring of the bus as defined above. However, this fixed revision after one year will be restricted to 50% increase in consumer price index of 35% component of basic hiring rate, approved for the depot of the hired buses.

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. In case, the department is not able to ply the bus for assured mileage on any day, the payment of assured daily minimum kilometers will be limited to 35% component of the hiring rate and payment of diesel cost will not be made: -

For Standard (Non AC) Buses: -

		Daily minimum kilometers
For age upto 4 years.	9000 kilometer per month	300 kilometer per day
For age more than 4 years.	7500 kilometer per month	250 kilometer per day

Keeping in view option of providing opportunity for operation of buses over and above minimum kilometers per month the 35% component of hiring rate of the quoted price will be discounted as under: -

Sr. No.	Monthly KMs	Basic Hiring Rate	Discounting factor on 35% of Basic Hiring Rate price.
1.	Up to 9000 KMs	Quoted Rate	0.0%
2.	Above 9000 KMs and up to 10500 KMs	--	10%
3.	Above 10500 KMs and up to 13500	--	25%
4.	Above 13500 Kms and up to 16500 KMs	--	35%
5.	Above 16500 KMs	--	45%

The same reduction will also be applicable for more than 4 years old buses allowed to be operated more than assured 7500 kms. per month.

4. The payment shall be made monthly on the basis of invoice/ bill submitted duly signed by the owner of the bus subject to his/ her entitlement. Delay in payments to the bus provider beyond the stipulated credit period indicated above, unless supported by cogent reasons and approved by the Director General, State Transport, Haryana, Chandigarh will attract penal interest on the defaulting amount @Rs.25/- per Rs.one lakh per day of delay beyond the stipulated credit period of 15 working days.

5. If the operated kilometers of hired bus are less than 50% of the daily scheduled 300 kilometers (for Standard 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. There is no limit on 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. 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. New buses meeting BS-IV emission norms will be offer for hire. The hiring period will be up to 10 years of the age of bus subject to fitness certificate being issued to the buses by the Regulatory Authority.
3. Bank Guarantee of minimum Rs.10.00 lakh or @ Rs.2.00 lakh per bus, whichever is higher 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. The owner will be given one time mobilization advance initially for meeting cost of diesel required for 15 days on an average on submission of required bank guarantee for reducing the requirement of working capital for operation of hired buses, if desired.
4. Before entering into an agreement with the Department the owner shall get the buses 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, 2016 and Rules made there under. 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 buses shall be provided by the owner complete in all respects after complying with the standards, specifications, colour 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 buses 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 150 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 150 days, the Earnest Money Deposit shall be forfeited. However, he/she will be required to indicate the depot where he/she desired to provide his/her buses.
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 buses 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 **Khaki** 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 and 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 made 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 buses 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 is 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 buses 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 on free of cost basis for night halt.

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. Presently BS-IV emission norms are applicable for new buses throughout the State including Chandigarh and Delhi.
17. The owner of the buses will ensure that the buses 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 21 days from the date of making such request. During the intervening period of 21 days the operation of the bus will remain suspended. The department may unilaterally decide to cancel the agreement after the expiry of period of 21 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 taxes on buses 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 and GST on account of operation of the buses, shall be that of the owner, without any reimbursement to be made by the department. The proof of payment of bus related taxes 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 21<sup>st</sup> 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 buses 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	9000 Kms. Per month	300 Kms. per day
For age more than 4 year but less than 10 years.	7500 Kms. per month	250 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 buses, duly supported by relevant documents is submitted every fortnight to the concerned General Manager. Provisional payment at the rate of 50% of tentative mileage operated in the preceding month on the basis of GPS will be

released upto 7<sup>th</sup> day of the subsequent month and remaining 50% payment will be released after verification of the submitted bill within 15 days of the submission of the bill.

25. The owners shall quote the rates of diesel per litre in the financial bid in Part II of the application/tender form 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—

- (i) 65% of quoted rate shall be treated on account of diesel and,
- (ii) 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, toll/entry fees and GST.

Say for example, if the rates quoted in the tender/application is Rs.18/- per kilometer with the prevalent diesel price @ Rs.55/- per liter, then Rs.11.70 per kilometer (i.e.65%) will be on account of diesel expenses and remaining Rs.6.30(35%) will be on account of expenses as indicated at (ii) above. If the diesel prices get increased to Rs.56/- per liter then hiring rate will be revised to Rs.  $(56 \div 55) \times 11.70 + 6.30 =$  Rs.18.21 per kilometer.

26. 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.
27. 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 except fixed component of hiring charges for assured mileage. No payment for diesel for assured mileage will be paid. 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"
28. The department shall pay Bus Stand fee, toll tax/entry fee, passenger tax/SRT,

GST 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.

29. The department shall have operational control over the buses 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.
30. 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.
31. 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 held himself liable for penalty of Rs.500/- per such default.
32. 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.

33. 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 buses without prior information and approval, penalty to the tune of Rs.4000/- for the first day and Rs.5000/- for the subsequent days for Standard 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 buses 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 buses 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.
34. The buses shall be painted as per colour scheme approved by the department. The rights to display advertisement boards on the buses 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 colour scheme of the bus at his/her own expense and his/her security will be refunded thereafter only.
35. 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 of electronic devices alone.
  36. The department will have the right to cancel the lease agreement in case, it comes to conclusion that the buses does/do not conform to the provisions of Motor Vehicles Act or that the leasing contract of the buses 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 Rs.1000/- per instance.
  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 Rs.1000/- per such occurrence.
  41. It will be the sole discretion as to decide the number of the buses 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.

Note: It is for the information of all prospective bidders that for any clarification w.r.t. the terms & conditions of the Scheme for hiring of Standard (Non AC) buses on kilometer basis by State Transport, Haryana, the copy of the Lease Agreement is attached for ready reference. The bidders are advised to go through the clauses of the Lease Agreement before submitting its / their financial quotes.

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### **LEASE AGREEMENT**

THIS AGREEMENT is made on this day \_\_\_\_\_, 2018 between the Governor of Haryana, acting through General Manager, Haryana Roadways, \_\_\_\_\_ which expression shall include his successors and assignees ((hereinafter called the First Party)

AND

M/s \_\_\_\_\_, (through  
(Name) and mention complete address of the second party)  
its/their authorized person) which expression shall include his/her/their legal heirs, executors, representatives and assignees and in the case of company, firm/society, their authorized signatory (ies) (hereinafter called the 'Second Party').

WHEREAS the Second Party has agreed to offer \_\_\_\_\_ number of the Standard (Non-Air Conditioned) bus(es) owned by the Second Party to the First Party on lease for a period i.e. upto ten years to enable the First Party to run the bus(es) \_\_\_\_\_ (specify bus numbers) on the route(s) for which the required route permit(s) \_\_\_\_\_ (specify permit/route for bus registration) are held or to be obtained by the First Party.

And whereas the agreement shall commence from the day when the Second Party provide the buses, duly registered in State of Haryana and strictly as per the terms and conditions laid in the agreement, and on non providing of the buses within 150 days of signing of the agreement, the agreement shall lapse automatically without any notice to the Second Party. On providing of the registered bus(es) by the Second Party, within prescribed time, the First Party shall arrange the permit, out of the permits to State Transport Undertaking, on which the buses shall be plied with and the route/permit may be changed with the consent of the parties under the

provisions of the Motor Vehicle Act, 1988 and as per the terms and conditions in the agreement.

AND WHEREAS First Party agreed to take the offered bus(es) of the Second Party on lease at the agreed rate \_\_\_\_\_ for the \_\_\_\_\_ depot. The agreed rate has been based on the diesel price of Rs.68.00 per liter and in case of increase/decrease in the price of diesel, agreed rate shall be revised proportionately every month, based on actual payments made on day to day basis, by bifurcating the agreed rate in two components -

(i) that 65% of the agreed rate shall be treated on account of diesel, say for example, the agreed rate for lease of bus for any depot is Rs.35.00 per kilometer with the basic price of diesel taken for discovering the agreed rate of Rs.68.00 per litre, then Rs.22.75 per kilometer (i.e. 65%) will be on account of diesel expenses and remaining Rs.12.25 (35%) will be on account of expenses as indicated at (ii) below. If the diesel price get increased to Rs.70.00 per litre, then lease rate will be revised to  $Rs.(70.00 \div 68) \times 22.75 + 12.25 = Rs.35.67$  per kilometer and in case of decrease in the diesel price, the same shall be revised accordingly.

(ii) that remaining 35% shall be treated for the expenses to be incurred on repair and maintenance, wages/salary of the driver, insurance charges, taxes/levy and fee cess/taxes chargeable under relevant provisions of the Act/Rules including Goods & Service Tax (GST) but excluding the permit fee, bus stand fee, toll/entry fee. This component shall be allowed to be increased/decreased after every one year from the date of providing the bus(es) on lease on the basis of increase/decrease in Consumer Price Index (CPI) during the period of one year assuming the consumer price index in the month of closing date of agreement as the basis consumer price index, without compounding. For working out this fixed increase/decrease after one year the consumer price index (CPI) in the week after completing one year period of leasing of bus shall be taken for comparison with the basic consumer price index at the time of leased of the bus as defined above. However, this fixed revision after one year shall be restricted to 50% increase/decrease in consumer price index of 35% component of basic leasing rate, approved for the depot of the leased buses.

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

1. That the expression of the Party 'the Second Party' shall include their respective heirs, executors, representatives, assigns and in the case of company, firm, registered society, their lawful authorized signatories.

2. That the First Party intends to reinforce its bus fleet to enhance the coverage and quality of bus services by taking new standard non Air Conditioned buses on lease basis and to operate them on the routes on valid stage carriage permits held under Motor Vehicle Act, 1988 (Central Act 59 of 1988) for the convenience of the people.
3. That the Second Party has agreed to provide new standard non Air Conditioned buses as per terms and conditions settled through present agreement and terms and conditions approved of kilometer scheme of State Transport Department.
4. That the parties undertake to abide by all the terms and conditions mutually agreed upon and as mentioned in this lease agreement.
5. That the lease period shall be upto 10 years of the age of the bus subject to fitness certificate to be issued to the bus(es) by the Competent Authority from time to time and bus(es) meeting BS-IV emission norms shall be subject of lease from the Second Party since from the commencement of the contract and thereafter. The agreement shall be effective from the date of providing the bus(es) for operation in the concerned depot by the Second Party to the First Party.
6. That the bus(es) provided by the Second Party to First Party shall only be plied on the allotted route/permit route of depot but can be shifted to other depot by the First Party with the consent of the Second Party subject to rate approved for the route in changed depot in the Scheme or rates on which Second Party was plying in allotted depot, whichever is lesser.
7. That the First Party shall issue an Identity Card to the authorized representative of Second Party, mentioning him/her as operator to enable him/her free travel for the supervision only of their buses.
8. That the Second Party shall not be allowed to change the ownership of the standard non Air Conditioned bus(es) under agreement to other person, without the prior approval of the First Party, otherwise agreement will be terminated with and all securities shall be forfeited without any notice.
9. That if the Second Party transfers the ownership without prior permission of the Director General, State Transport, Haryana then the agreement shall be terminated by the First Party without giving any notice to the Second Party. No sub-letting is allowed and sub-letting by Second Party shall make the agreement terminated with.
10. That the Bank Guarantee of minimum Rs.10.00 lacs (ten lacs rupees) or @ Rs.2.00 lacs (two lacs rupees) per bus, whichever is higher shall be extended from time to time so as to ensure that contractual liability on the part of Second Party is met out in case of any default on his part during the entire lease period. The Second Party shall be given one time mobilization advance initially for meeting cost of diesel

required for fifteen days on an average on submission of required bank guarantee of Rs.\_\_\_\_\_ for reducing the requirement of working capital for operation of leased buses, if desired.

11. That the lease payment shall be made monthly on the basis of invoice/bill submitted duly signed by the Second Party subject to his/her entitlement (actual distance covered) and the distance covered shall be duly verified by the First Party. Assured minimum mileage given above shall be calculated on quarterly basis. The Second Party shall ensure that the bill for kilometers operated by the buses, duly supported by relevant documents is submitted on every subsequent month to the concerned General Manager. Provisional payment at the rate of 50% of tentative mileage operated in the preceding month on the basis of Global Positioning System (GPS) will be released upto 7<sup>th</sup> day of the subsequent month and remaining 50% payment shall be released after verification of the submitted bill within fifteen days of the submission of the bill.

Delay in payments to the bus provider beyond the stipulated credit period indicated above, unless supported by cogent reasons and approved by the Director General, State Transport, Haryana, Chandigarh shall attract penal interest on the defaulting amount @ Rs.25/- per Rs.One lac per day of delay beyond the stipulated credit period of fifteen working days.

12. The payment of leased rates for assured operation per month/ per day shall be in accordance with the following table after deducting penalties, if any. In case, the First Party is not able to ply the bus for assured mileage for month, the payment of assured minimum kilometers shall be limited to 35% component of the leased rate and payment of diesel cost shall not be made.

In case the offered bus(es) operate over and above assured minimum kilometers i.e. 9000 kilometers per month the 35% component of leased rate of the quoted price shall be discounted as under: -

Serial Number	Monthly Kilometers	Basic Leased Rate	Discounting factor on 35% of Basic leased Rate price.
1.	Up to 9000 Kilometers	Quoted Rate	0.0%
2.	Above 9000 Kilometers and up	--	10%

	to 10500 Kilometers (i.e. discounting factor to be taken on 1500 Kilometers only)		
3.	Above 10500 Kilometers and up to 13500 Kilometers (i.e. discounting factor to be taken on 3000 Kilometers only)	--	25%
4.	Above 13500 Kilometers and up to 16500 Kilometers (i.e. discounting factor to be taken on 3000 Kilometers only)	--	35%
5.	Above 16500 Kilometers	--	45%

13. That if the operated kilometers of leased bus are less than 50% of the daily scheduled 300 kilometers due to the acts of omissions and commissions on the part of the Second Party or due to breakdown of the leased bus then no payment except diesel charges for the completed kilometers for that/ those particular day(s) shall be made.

14. That the Second Party shall be paid by the First Party for the operated kilometers at the rate per kilometer finalized/entered into agreement between the First and Second Party. The First Party shall ensure a minimum guaranteed operation for the bus per month, keeping in view age of the bus at the time of contract/agreement for lease of new Standard (Non Air Conditioned) Buses, the minimum guaranteed operation of the leased bus shall be 9000 kilometers per bus per month i.e. 300 Kilometer per day.

**15. That the Second Party shall provide the buses, the registration of buses shall be within the State of Haryana and after entering into an agreement with the First Party, the Second Party shall arrange to procure the buses and the same buses shall be 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 Second Party and the First Party 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 may be terminated after serving due notice to the Second Party 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, 2016 (Act 24 of 2016) and Rules made there under. The Second Party shall ensure timely renewal of fitness certificate, pollution under control certification and other certificate(s), which are requisite of any statute and shall be exclusively responsible for penal action, if any, on account of violation on the above score.**

16. That the buses shall be provided by the Second Party complete in all respects after complying with the standards, specifications, colour scheme as prescribed by the First Party, at its own cost. It shall be sole responsibility of the Second Party to comply with the statutory requirements like getting the buses insured, seeking certificate of fitness etc. from the concerned authorities. The Second Party shall have to procure comprehensive Insurance of the bus by getting clause "IMT 44" (Indemnity to hirer-package policy-negligence of the Second Party or hirer) included in the said policy by way of an endorsement from the insurance company before operation of buses. Not arranging of this comprehensive insurance/its renewal for leased bus by the Second Party before seven days of expiry of comprehensive insurance shall result into suspension of the contract for a period of one week and a penalty of Rs.1000/- (One thousand rupees) per day shall be imposed. In case of continuing non-compliance for not procuring/providing of insurance on the day of expiry, the bus shall not be plied with and agreement shall be terminated with forfeiture of the security.

17. That the Second Party shall provide bio-data of driver(s) to the General Manager of the concerned depot. He shall ensure that the driver(s) should not have attained the age of 55 years, or be a dismissed/terminated employee of any State Transport Department. It shall be the responsibility of the Second Party to ensure that the driver(s) deployed on the buses 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 Khaki colour uniform provided at the Second Party'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 before operation of bus(s). He would further ensure that the driver is having valid driving license for all times during the period of lease. All the compensation arising out towards the claim passed by Motor Accident Claims Tribunal (MACT) or any other Code of Law for accident or otherwise shall be solely borne by the Second Party.

If at any time it is found that the bus is being driven by unauthorized driver or by the driver who is not having valid driving licence then the responsibility of Motor Accident Claims Tribunal (MACT) claim or liability or loss, if any would solely be borne by the Second Party. However, if any liability is put on/passed on to the First Party of the depot of Haryana Roadways/ First Party by any orders of the courts, in that situation the First Party or the depot of Haryana Roadways/First Party shall be at liberty to recover the same from the Second Party of the bus. Such recovery can be made from the dues payable to Second Party on account of leased rates or by encashment of bank guarantee or by way of any other legal action that may warrant. The Second Party shall ensure that the driver shall abide by various instructions issued by the First Party from time to time in the public interest.

18. That the Second Party shall be responsible for repair and maintenance of the bus and the expenditure on account of diesel, oil and lubricants, tools, tyres and tubes, spare parts and all kind of maintenance of the buses shall be responsibility of the Second Party and no such expense shall be reimbursed by the First Party.

19. That the Second Party can change the driver(s) if so required and intimation to this effect shall be given to the concerned General Manager in advance before fifteen days on operation. However, the process of verification of antecedents and driving licence from the concerned authorities would be adopted as such and the documents of verifications shall be deposited with First Party before fifteen days of operation. The drivers who are to be put on duty should have a valid driving licence issued by the Competent Authority, lapse, if any, on any account the sole liability shall be of Second Party.

All the compensation arising out towards the claim passed by Motor Accident Claims Tribunal or any Court of Law for accident or otherwise shall be borne by the Second Party.

20. That 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 lawful 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 Second Party shall be put on notice for default of the driver and the First Party shall have the right to take all the legal action against the erring driver including his removal from driving duties. The erring driver so removed shall be debarred to be employed by any leased bus holder in the State.

21. That the driver of the bus shall continue to be the employee of the Second Party and the Second Party shall be liable for the compliance of all Labour laws e.g. payment of Minimum Wages Act, Provident Fund Act, Employees State Insurance Act, Motor Transport Workers Act, etc. The Second Party shall 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 First Party. The department/First Party shall not be responsible for any liability on this account. If Haryana Roadways or the department/First Party is made a Party for non-compliance of the provision of the Acts which are primarily the responsibility of the Second Party 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 Second Party in the same manner as indicated in paragraph 8 above.

22. That the Second Party shall be responsible for any deficiency in service on the part of the bus, driver or otherwise with respect to non-plying of the bus as per the schedule. If any litigation arises due to any shortfall in bus operation, the Second Party shall be responsible. Likewise Second Party shall 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 Motor Accident Claims Tribunal claims for which the First Party shall not make any reimbursement.

23. The Second Party 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 their 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 Motor Accident Claims Tribunal shall be paid by the Second Party for which no liability shall rest upon the First Party.

24. That the buses offered by the Second Party for lease to the First Party should be registered in the State of Haryana. The buses should always carry, while in agreement with First Party, 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 of the bus. The bus should be in good condition. It is the responsibility of the Second Party 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 Second Party himself. After operation of the bus on the route and time schedule of the concerned depot, the bus shall be parked at appropriate place under the control of Second Party and the Second Party shall have no right to park the bus at bus stand of the concerned depot on free of cost basis for night halt.

25. That the Second Party shall ensure that the buses are kept in neat and clean conditions during journey and the upholstery of the passengers seats is properly maintained. The bus shall be 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 First Party shall not pay any charge or reimburse. 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 shall be able to control the speed at maximum prescribed speed.

Further, in the event the Global Positioning System becoming non-operational or damaged or rendered non-functional on any reason, the same shall be replaced by Second Party of the bus within three days. Non-compliance of this condition may result into suspension of the contract for a period till the system is workable and a penalty of Rs.1000/- (one thousand rupees) per day shall 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.

26. At the time of signing of this agreement the Second Party (in the case of individual only) shall submit the details of legal heir(s) by way of affidavit and in the event of death of an individual Second Party, it shall be the responsibility of the legal heir(s) of the deceased Second Party to intimate the First Party immediately about the demise of the owner/Second Party with whom the agreement was signed initially. In such case legal heir(s) shall be allowed to continue with the agreement for 30 days and in case he/she/they fail to get bus transferred in his/her/their name in the said period than the agreement shall be deemed to be suspended for twenty one days. If the legal heir(s) succeed in transferring the buses in his/her/their name in the stipulated period of thirty days then he/they may make a request in writing for continuation of agreement for the remaining period and consent after confirming with compliance of all the requirements by the legal heirs, First Party shall enter into a agreement within a period of twenty one days from the date of making such request.

27. That the liability to make payment of taxes on buses and any other statutory levies/fees as imposed by the Government from time to time excluding the permit fee, bus stand fee, toll/entry fee, passenger tax/State Road Tax on account of operation of the buses, shall be that of the Second Party, without any reimbursement to be made by the First Party. The proof of payment of bus related taxes 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 Second Party shall obtain individual Provident Fund Code Number from the Provident Fund authorities and recover Provident Fund and Employees State Insurance contributions from the wages of the Drivers engaged by him/her and remit the same to the concerned Provident Fund/Employees State Insurance authorities together with Employer's contribution as prescribed in the Provident Fund/Employees State Insurance act from time to time, every month. The proof of payment of Provident Fund/Employees State Insurance 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 Employees State Insurance contribution along with the Employer's contribution shall be deposited with the concerned Employees State Insurance authorities by First of every calendar month to ensure that all the benefits under Employees State Insurance scheme are extended to the Drivers under the Employees State Insurance Act, 1948. In addition to the above, the Second Party 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 Second Party 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.

28. 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 Second Party of the bus then the Agreement shall be liable for termination forthwith, without serving any notice and the amount of bank guarantee shall be automatically forfeited.

29. 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 Second Party to discharge the challan of the said bus at his/her own expense except in the case of overloading.

30. That the Second Party of the leased buses shall maintain a vehicle log book in the Proforma prescribed by department for each bus. The log book shall be got attested by the Second Party from the conductor deputed with the bus daily and from the authorized officer of the Depot of Haryana Roadways every week.

31. That the leased bus shall not be used by the Second Party 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 shall 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 Second Party.

32. That in the event of unforeseen circumstances, like natural calamities, curfew, bandhs, beyond the control of the department due to which operation of bus remained

suspended, the Second Party shall not be entitled for payment of the leased charges for that day/period. No payment for diesel for assured mileage will be paid. Besides the above, the First Party shall not be responsible for any damage or loss caused to the bus during the period of agitations, accidents etc. and the Second Party can seek claim under comprehensive insurance policy as availed by him as mentioned in agreement i.e Other Terms and Conditions".

33. That the First Party shall pay Bus Stand fee, toll tax/entry fee, passenger tax/State Road Tax, and permit fee only. Rest of the all the taxes, charges, liabilities and government levies relating to the bus and manpower deployed by the Second Party shall be the exclusive responsibility of the Second Party for which no reimbursement shall be given.

34. That the First Party shall have operational control over the buses and shall be at liberty to utilize bus on any route(s) of having valid permit at any time schedule fixed for the permit(s) available with the First Party. The First Party shall have complete liberty to operate the bus on any route, except hilly area, 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 First Party in public interest with valid permit for bus.

35. That the First Party shall provide Conductor/conductors for the operation of bus under whose control the bus shall 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 shall 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 Second Party of the bus shall exercise absolutely no operational control over the bus. The First Party shall have the right to get the driver substituted by another driver if the driver fail to perform the duties satisfactorily in the assessment of the First Party. The Second Party shall be responsible to make arrangements of a suitable substitute at the earliest after receiving notice from the First Party.

36. That the conductor provided by the First Party in the bus shall carry necessary equipment for the issuance of tickets to the passengers. The First Party 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 Second Party shall

have no right or claim over such charges. The freight and fare collection from passengers shall be income of the First Party and Second Party shall 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 First Party failing which he shall hold himself liable for penalty of Rs.500/- (five hundred rupees) per such default, which shall be recoverable from the Second Party by the First Party.

37. For counting the assured kilometers per month, the scheduled kilometers assigned to the bus shall be counted for the purposes as per Terms and Conditions of agreement, 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 Second Party will get no payment for that day, except High Speed Diesel (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.

38. First Party shall need buses on all days. The Second Party shall be allowed two off days in a month for routine maintenance and upkeep of the bus and for the same only fixed charges payment i.e. 35% component of the agreed lease rate shall be paid of the minimum assured mileage per day. For major over-hauling, he/she shall be allowed four additional off days, maximum twice a year. However, prior intimation regarding taking the bus off route for repairs shall be given by the Second Party in advance and shall have to be approved by the First Party. The Second Party shall give prior information in this behalf at least 24 hours (twenty four hours) in advance. For non-supply of buses without prior information and approval, penalty to the tune of Rs.4000/- (four thousand rupees) for the first day and Rs.5000/- (five thousand rupees) for the subsequent days for Standard buses would be charged from the Second Party for causing inconvenience. For a continuing lapse for seven days on the

part the Second Party, the First Party may proceed to cancel the agreement and forfeit the Bank Guarantee given by the Second Party. However, where the buses 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 Second Party well in time to the First Party, no penalty shall be imposed upon its Second Party for non-providing of buses for the period it/these remained detained/off road and no payment for **renewal** shall be made by First Party. 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 leased, the Second Party would be held liable and proceeding for cancellation of the agreement shall be initiated after giving due notice.

39. That the buses shall be painted as per colour scheme approved by the First Party. The rights to display advertisement boards on the buses in the interior and exterior portion of the bus or install mobile phones and the income earned from these activities shall belong to the First Party. The Second Party of the bus has no right to claim this revenue. After termination/completion of the contract, the Second Party of the bus shall remove the colour scheme of the bus at his/her own expense and his/her security shall be refunded thereafter only.

40. 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 First Party shall always be at liberty to reckon the kilometers performed by bus with the help of electronic devices alone.

41. That the First Party shall have the right to cancel the lease agreement in case, it comes to conclusion that the leasing contract of the buses was obtained by the Second Party by suppressing/concealing any relevant information.

42. If the Second Party wants to cancel the lease agreement, he can do so by giving one month notice to the Director/Director General, State Transport, Haryana or any other officer of the First Party in this behalf. However, in such eventuality, the bank guarantee submitted by him shall be forfeited and encashed.

43. That the bus may be permitted to carry one helper apart from driver whose particulars will be provided by the Second Party to the First Party of the concerned depot in advance.

44. That the operation of lease buses via bye pass / over bridge having prescribed bus stop at ground level unless directed by the First Party shall invite penalty of Rs.1000/- (one thousand rupees) per such occurrence.

45. In case of any dispute between the Second Party and First Party, the Principal Secretary/Additional Chief Secretary to Government, Haryana, Transport Department, or any other person appointed by him/her shall act as an Arbitrator and his decision shall be binding and final on both the parties.

46. In cases of any dispute arises between the parties, the Courts at Chandigarh shall have the jurisdiction for adjudication.

47. That the First Party shall make arrangements and shall have complete rights regarding introduction/installation of E-Ticketing, On Board Diagnostics System, Water Supply, Closed Circuit Television cameras, etc. or any other feature for facility of the public as deem fit by the department.

48. That the Second Party shall have no rights on income generated with regard to Advertisements/Media Advertisements on the leased buses and no share of it shall be given to the Second Party by the First Party.

49. That the late departure and early/advance arrival of leased bus beyond the time scheduled for the route without any cogent reason shall invite penalty of Rs.1000/- (one thousand rupees) per instance.

50. There shall be a quarterly review of the operation of the leased buses by the First Party and Second Party jointly for improvement in the traffic receipt especially where the traffic receipt is below the agreed lease rate and the remedial steps shall be taken by both the parties with their mutual consent.

51. That the concessional/free travelling facility shall be allowed to all categories of passengers like students, senior citizens, press reporters, blind, cancer patient, physically handicapped, Nambardars including Haryana Roadways/Transport Department staff and Police personals, etc. as per instructions issued by the Transport Department from time to time.

In witness where of the parties have here unto put their hands on the day and year first herein above written.

General Manager,  
Haryana Roadways \_\_\_\_\_,  
(First Party)  
(On behalf of the Governor of Haryana)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
  
(Second Party)  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of witness

1. \_\_\_\_\_

2. \_\_\_\_\_

In the presence of witness

1. \_\_\_\_\_

2. \_\_\_\_\_