

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

**NOTICE INVITING E-TENDER**

Online e-tenders are hereby invited for purchase of 20 Nos. 14.5 M long Multi-Axle Hi-end Super Luxury Air-Conditioned diesel engine buses meeting BS-IV emission norms with comprehensive AMC of 15.0 lac kilometers or 8 years life of the bus, whichever is later.

Sr. No.	Description	Quantity	Approx. value (in Rs. lacs)	EMD	Tender No.	Date & Time of downloading of e-Tender	Date & Time of closing of e-Tender
1.	Purchase of 20 Nos. 14.5 M long Multi-Axle Hi-end Super Luxury Air-Conditioned diesel engine buses meeting BS-IV emission norms with comprehensive AMC of 15.0 lac kilometers or 8 years life of the bus, whichever is later.	20 Nos. (Twenty)	22.00 crores of buses AND 38.00 crores of AMC	Rs.2.0 lac	14/2019-20/ SPA-1/ Tech	14.01.2020 17.00 Hrs.	28.01.2020 15.00 Hrs.

The detailed tender documents can be downloaded from the main portal <https://etenders.hry.nic.in> w.e.f. 14.01.2020 at 1700 hours and the last date of submission of online tenders is 28.01.2020 up to 1500 Hours. For any clarification bidder may contact Help Desk No.: 0172 2700275.

Dated:

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

**DIRECTORATE OF STATE TRANSPORT, HARYANA**  
2<sup>nd</sup> Floor, 30 Bays Building, Sector 17, Chandigarh-160017  
Website: www.hartrans.gov.in

**E-TENDER TERMS AND CONDITIONS**

For purchase of 20 Nos. 14.5 M long Multi-Axle Hi-end Super Luxury Air-Conditioned diesel engine buses meeting BS-IV emission norms with comprehensive AMC of 15.0 lac kilometers or 8 years life of the bus, whichever is later.

Last date for submission of e-tender  
Opening of e-tender

**28.01.2020 at 17.00 hrs.**  
**29.01.2020 at 15.30 hrs onward.**

**TERMS & CONDITIONS FOR SUBMITTING TENDER FOR SUPPLY OF NEW HI-END LUXURY AIR CONDITIONED BUSES MEETING BS-IV EMISSION NORMS & REQUIREMENTS OF CMVR 1989.**

1	Eligibility	Indian Bus Manufacturers – Volvo/ Mercedes Benz/ Scania.
2	Place of Delivery	Haryana Roadways Engineering Corporation Limited, Gurugram.
3	GST	Inclusive (as applicable). Variation in GST during the scheduled delivery period will be allowed.
4	Specifications	<p>Standard Multi-Axle (14.5 Meter or longer) Air Conditioned Buses with fully automatic/ automated transmission meeting the latest specifications as provided under CMVR-1989 and fitted with Heating System for Winter Season and fitted with minimum 55 luxury reclining back passenger seats with calf support of Harita Seating System make (VFX 09 or equivalent) with following additional optional fitments :-</p> <ul style="list-style-type: none"> <li>• Fitted with FMS System to be maintained by the manufacturing company and access for the same provided to Haryana Roadways through internet.</li> <li>• Metallic exterior paint with writing work.</li> <li>• Front Full Bus width LED based destination board.</li> <li>• Lap-top / Mobile charger point at each row of seats on both sides.</li> <li>• Luggage room floor covered with Aluminum Chequered Sheet.</li> <li>• Rear view camera.</li> <li>• The colour scheme of the buses will be as per approved colour scheme of Haryana Roadways.</li> <li>• Fitted with CCTV Camera based (minimum 3 Nos.) bus surveillance system capable to store Video input from CCTV cameras for minimum 30 days with duty-cycle of 18 hours per day.</li> <li>• Annual maintenance contract valid for minimum eight years as per agreement given at Annexure 'M'.</li> </ul>
5	Validity of offer/Contract	The offer should be valid up to 15 <sup>th</sup> March, 2020. The validity of the contract/ approved rates will be successful supply of ordered buses and performance of AMC.
6	Quantity	20 buses. However, the department will be at liberty to reduce/ increase the number of buses to be purchased by 25% of the indicated quantity during the validity period of approved rates of identical specifications.

7	Payment Term	100% payment within 15 days from the date of satisfactory delivery of ordered buses at consignee location i.e. Haryana Roadways Engg. Corporation Ltd., Gurugram.
8	Delivery schedule	The ordered buses are to be supplied before 15th March, 2020..
9	Earned Money Deposit	Earnest Money Deposit amounting to Rs. 2.00 Lac to be paid by NEFT/RTGS on line.
10	Tender document charges	Rs. 5000/- to be paid on line as per terms & conditions of e-Tender.
11	Performance Bank Guarantee/Security	Successful bidder has to deposit a Bank Guarantee valid for 100 months of an amount equivalent to 5% of total value of estimated AMC value per bus. This is liable to be revoked/ forfeited in case of failure to meet the contractual obligations, including timely supply of the ordered buses or failure to adhere to the terms & conditions of service agreement. In case of non-completion of repairing work included in AMC as per schedule, the work will be got done from other source having similar terms & conditions of contract at the risk & cost of the successful bidder. The excess cost on repairs thus incurred, if any, will be recovered from the successful bidder from its pending bills/ EMD/ Bank Guarantee or through legal action. The procedure of risk and cost repairs will be adopted after serving registered notice to the successful bidder for making the bus available within 15 days without prejudice to the other terms & conditions of the maintenance contract.
12	Price Variation	Basic Price shall be fixed during the validity period. Any offer with price variation clause or conditional offers will be rejected. No price escalation on any ground except revision in Govt. levies i.e. GST rate, compensation cess etc. on ordered buses will be allowed. Delayed deliveries will not be eligible for increased Govt. levies/ GST.
13	Delay Penalty	Any delay on the part of the firm for supplying the ordered buses within the scheduled delivery period will attract a delay penalty @ 2% of the value of delayed supply per month of delay or part thereof. However, maximum delay penalty will be limited to 10% value of delayed supply of buses. The complaints of below optimum performance, if any, received from the consignees/ registered owners of these buses during AMC period should be attended immediately by the successful bidder.
14	Warranty	Standard warranty of the bus manufacturer will be given. The warranty shall be availed from the date of initial registration of the bus for commercial operations.
15	Fall Clause	The firm will be subjected to fall clause i.e. the firm will not be offering prices to other STUs lower than the order price from Haryana for buses with same specifications, same terms and condition of order and similar order quantities during the validity of the delivery period. In case of offering lower rate than offered to the Haryana Roadways the same will be applicable to Haryana Roadways also from the date of offering the lower rates.
16	Transit Insurance	Delivery of ordered buses up to HREC, Gurugram will be responsibility of the supplier firm and the cost of delivery is to be included in the offered rates. However, transit insurance/ comprehensive insurance will be arranged by the consignee before dispatch of buses from manufacturers' premises.
17		The purchase would be decided on the basis of the best valid rates, quoted for buses. As per policy of the department of Industries & Commerce Department, Govt. of Haryana for procurement of stores & goods and turnkey contracts-negotiation regarding issued vide its

	<p>circular No.2/2/2010-4/IB-II dated 16.6.2014 provided that the negotiations could be held up to L3 bidder, if the difference between L1 quoted rate and those quoted by L2 &amp; L3 is within 5% of the L1 quoted rate. In cases where the L1 bidder refuses to further reduce his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L1 bidder.</p>	
18	<p>Any firm that has been blacklisted by Central Govt./ any State Govt./ PSU/STUs on the basis of submitting of the forged documents/non supply of material/failure of random sample/non-complying the contract obligations etc. during preceding 3 years shall not be allowed to participate in future tenders and all the participating firms will be required to submit an affidavit along with tender that the participating firms have not been blacklisted by Central Govt./ any State Govt./ PSU/STUs. In case, contents of affidavit are not found correct during the course of decision making the offer of the firm will not be considered. In case of being found not correct during supply of ordered stores, supply of balance order will be cancelled along with encashment the EMD/BG deposited by the firm. However, balance ordered quantity will be purchased from other alternate source at the risk and cost of firm and extra cost involved will be recovered from encashed EMD/BG or through law of Court.</p>	
19	<p>Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a Director General, State Transport Haryana, Chandigarh will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier.</p>	
20	<p>In case bidder withdraws/modifies its offer within the validity period, submit forged /fake documents or do any unethical/un-business like activity, do not accept the supply order, does not submit Bank Guarantee, EMD of the firm will be forfeited and other departmental penal action, as deemed fit, will be taken.</p>	
21	<p>The firm will have to supply the GST paid bill along with each bus.</p>	
22	<p>The department reserves the right to modify/revoke the order at any point of time without assigning any reason issued against this finalized rate on the basis of the tender.</p>	
23	<p>Firm should have capability to supply the tendered quantity.</p>	
24	<p>Any conditional terms and conditions mentioned by the firm in their covering letter or in the tender documents will not be considered.</p>	
25	<p>The tenders submitted directly by the Indian Bus manufacturers i.e. Volvo/ Mercedes Benz/ Scania will only be considered.</p>	
26	Jurisdiction	<p>Any dispute or difference or claim etc., shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this supply tender.</p>
27	Arbitrator	<p>All disputes and differences arising out of or concerning whatsoever, shall be referred to the sole Arbitrator or an officer appointed by the Additional Chief Secretary to Government Haryana, Transport Department, acting as such at the time of the reference. There will be no objection to such appointment, that the Arbitrator so appointed is a Govt., servant, that he has to deal with such matters in the course of</p>

		duties as Govt., servant and might have expressed views on all or any of the matters in disputes or differences. The award of such Arbitrator shall be final and binding on the parties involved. The Arbitrator has the powers to extend the time for making the award on request from either of the parties.
28	General requirements	<p>The firm is expected to offer following (on complimentary basis) to the depots of Haryana Roadways: -</p> <ol style="list-style-type: none"> <li>1) Free service training to the technicians and supervisors at service training centers of the manufactures.</li> <li>2) Free service manual and spare parts catalogue of quoted bus.</li> <li>3) Use of one make of major aggregates in all the supplied buses.</li> <li>4) Organizing service training camps in the depots of Haryana Roadways.</li> </ol>

Certified that I/we have read out/understood above all terms and conditions and accepted unconditional.

Dated: -

Signature of Authorized Person  
of firm with stamp

**Annexure-‘A’**

**Technical Bid**

**TENDER FOR SUPPLY OF NEW HI-END LUXURY AIR CONDITIONED BUSES MEETING BS-IV EMISSION NORMS & REQUIREMENTS OF CMVR 1989.**

1	Name of the firm with full Address including fax & e-mail ID.	
2.	Name of Contact Person with Mobile No. & e-mail ID	
3	Nomenclature of Multi Axle buses offered	
4	Bank details required for releasing payment through RTGS	
5	Have you submitted the Financial Bid as per Annexure 'B'?	
6	Confirm the firmness of the rates during the validity period of finalized rate till completion of service agreement period of 08 years or completion of 15.0 lac kilometers, whichever is later.	

Dated

**Signature of Authorized Person of firm with stamp**

**Annexure 'B'**

**FINANCIAL BID**

**TENDER FOR SUPPLY OF NEW HI-END LUXURY AIR CONDITIONED BUSES MEETING BS-IV EMISSION NORMS & REQUIREMENTS OF CMVR 1989.**

Sr. No.	Nomenclature	Specifications	Indicated Qty. of buses	Basic Rate (in Rs.per bus)	Volume Disc. (in Rs. per unit)	GST (in Rs. per unit)	Net landed rate on FOR HREC Gurugram door delivery basis (in Rs. per unit)
1	Diesel Engine Multi Axle (14.5M or longer) Standard hi-end Buses meeting BS-IV Emission Norms and optional fitment included in terms & conditions of tender. FOR HREC Gurugram	Meeting the latest specifications of CMVR 1989.	20				

**AMC-RATES / PRICE FOR SERVICE AGREEMENT MULTI-AXLE BUS(ANNEXURE 'M')**

<i>Year</i>	<i>Price / month/ Bus (For the minimum 16000 km)</i>	<i>Price per Excess KM (Beyond 16000 KM upto 25000 KM per month)</i>
	<i>₹Rs.....(fixed &amp; minimum)</i>	<i>Rs. ....per km</i>
<i>Year 1</i>		
<i>Year 2</i>		
<i>Year 3</i>		
<i>Year 4</i>		
<i>Year 5</i>		
<i>Year 6</i>		
<i>Year 7</i>		
<i>Year 8</i>		

Signature of authorized person  
of the firm with rubber seal



## **ANNEXURE 'M'**

### **ANNUAL MAINTENANCE CONTRACT (AMC)- AGREEMENT**

This Agreement is made on ..... 2020, between General Manager, Haryana Roadways, ..... of the first part (hereinafter called as the 'First Party') and M/s ..... represented by Sh..... of the second part (hereinafter called as the 'Second Party').

#### **WHEREAS**

The First Party has placed a purchase order for supply of ..... Nos. of Inter-City Buses on the Second Party vide Purchase Order No. ....../SPA-1/Tech dated ..... (hereinafter referred to as the 'Fleet') and are looking for a partner who can undertake all the repairs and maintenance of the 'Fleet'.

#### **AND**

The Second Party is fully equipped to provide repairs and maintenance to these buses and has therefore agreed to provide 'Comprehensive AMC Services' of the 'Fleet' for the period agreed in this agreement/ contract, at the rates, terms & conditions detailed below.

Therefore, in order to ensure that the 'Fleet' is operational at all times, the First and the Second Parties enter into this contract (hereinafter referred as the 'Comprehensive Annual Maintenance Contract/ Service Agreement or SA').

#### **A. INTRODUCTION-**

Subject to the terms and conditions of this Service Agreement (SA), the Second Party, directly or through their authorised service dealer agrees to provide the repair and maintenance to the fleet of the First Party at the rates, terms and conditions described in the subsequent Para's-

#### **B. PERIOD OF THE CONTRACT-**

This Service Agreement (SA) will commence from the date of operation of each bus of the fleet and will be valid for the period of minimum eight years or operation of 15.00 Lakh Kilometers (whichever is later) unless terminated earlier by the either party under the provision of Article 'K' of this SA. The period of 8 (Eight) years for the completion of this SA will start from the first day of the subsequent month in which supplies of buses of Fleet are completed and will terminate at the end of the quarter on completion of period of eight years. (More clearly- if the supplies of all 'X' buses of the PO are completed by April-2019, the period starts from 01-05-2019 and eight years will be completed on 30-06-2027).

#### **C. APPLICATION & CONDITION OF USE-**

The maintenance rates for this Service Agreement are based on following understanding:-

Site / Geographical Area where bus is used : State of Haryana and neighbouring States

Usage (KM per month) : Minimum- 16000 km, Maximum- 25000 km

Topography : Mainly Plain for Multi Axle Buses  
Road conditions : Metalled road  
Type of operation : Long distance passenger transport  
Type of load : Passengers  
Driver : Only trained & experienced driver.

If a change occurs in any of the conditions set out above, the First Party shall inform the Second Party in writing of the same at once and if such changes have direct or indirect impact on maintenance cost, the Second Party reserves the right to either continue or revise the maintenance rates per Kilometer under this contract.

#### **D. AMC-RATES / PRICE FOR THE SA**

The price for this Service Agreement will be applicable as follows-

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year
Price per Bus per km (For the minimum 16000 km)								
Price per Km for Excess KM ( Beyond 16000 KM upto 25000 KM per month)								
Minimum monthly charges for minimum 16,000 kms.								

#### **NOTE-**

1. The KM considered for the raising the bill would be revenue kms accounted for by the First Party i.e. their schedule km. However, both the parties may also record the dead km per bus per month noting down the odometer reading on every first and last day of the month of each bus to have a fair assessment of actual run of the bus. If the difference in revenue km and the odometer km is more than 5% in any individual bus in a particular month, the Second Party may also claim maintenance charges at the rate applicable for the slab beyond 16000 km upto 25000 km for excess km over and above the 5%.
2. The minimum monthly charges payable would be Rs..... per bus as indicated above. This minimum monthly charges would not be applicable if the bus remains off road more than 5-days in the month either for major maintenance or for accident repair. In that case payment will be made on actual km run during that month at the rate applicable for bus operation upto 16000 km.
3. The above fee is exclusive of prevailing Goods and Service Tax (GST). As and when there is any change in the GST during the period of this Service Agreement, the same shall be levied at actual.

#### **E. OBLIGATION OF THE FIRST PARTY-**

1. The bus is to be used in the manner specified under the clause- 'C' above, carrying out driver checks/ daily checks.

2. Ensure that the bus is made available for minimum four hours, on every completion of schedule for general checking. To carry out preventive & major services, the bus may require even more than four hours, for which an advance information indicating tentative time for which the bus is to be spared will be given by the Second Party.
3. No overloading of the bus or use it for any purpose for which it is not designed.
4. Report any accident that the bus may be involved in;
5. Operate buses only with the Second Party's trained/ approved drivers. Must ensure that the driver of the Bus has the physical and mental condition required to drive the bus with due care and attention.
6. Operate buses with the correct fuel – HSD meeting Bureau of Indian Standards (BIS). (Should meet requirements when analyzed as per IS 1460-2000 (Fourth revision)).
7. Should allow the Second Party to collect fuel samples from the bus as well from fuel storage tanks as and when the Second Party considered necessary. The First & Second Party will jointly carry out the analysis through PSU oil companies, In case the quality of fuel is not found meeting the standards, then the Second Party shall have the right to exclude the fuel-related services and items from this agreement.
8. Not to allow anyone not authorised by the Second Party to service or repair the buses.

#### **F. SITE SUPPORT BY THE FIRST PARTY-**

1. The First Party will provide adequate workshop space (hereinafter called-site support) to the Second Party to take care of the maintenance activities to the Fleet.
2. To provide 1 mechanic, 1 helper and 1 electrician per 10 buses with the team of the Second Party. This staffs of the First Party is provided mainly to train them for various maintenance activities so as to enable them to take care of Fleet of the First Party in case of emergency and even in case of termination or on completion of this contract.
3. Additionally, service staff by the First Party is to be provided for washing & cleaning of the buses and also for carrying out daily / drivers checking, tightening of body mounting bolts, etc.
4. Following facilities at NO extra cost are to be provided by the First Party to the Second Party to facilitate proper and timely maintenance of the Fleet-
  - Three phase power connection / supply.
  - Water connection with sufficient water.
  - High pressure washing equipment or automatic washing machine with washing platform.
  - Welding equipment both gas and electrical.
  - Equipment- drilling and grinding.

- Battery charger.
- Pneumatic greasing equipment.
- Oil dispenser pump & measuring cane for engine oil, gearbox oil and rear axle oil.
- Pneumatic tool set and provision for connecting them.
- A 15M long inspection / greasing pit with sufficient lighting for Night maintenance.
- Two covered working bays of size 18m x 6m of concreted area for every 20 buses with sufficient lighting at night.
- Lifting equipment, like- chain pulley, jib crane to facilitate movement of heavy aggregates / components from the bus.
- Storage room for chassis parts, oil & lubricants with rack.
- Office room (15'x15' minimum) for the staff of the Second Party and to install computer, modem and printer provided by Second Party etc.
- Provide suitable vehicle or a bus or free pass to travel in the First Party's buses as and when required for the movement of the Second Party's service personnel in case service complaints are to be attended elsewhere from the site office, at no extra cost.
- Provide communication facilities like telephone and fax.

Services shall be provided by the Second Party at the site at understanding that minimum 10 buses will operate from that site.

#### **G. OBLIGATION OF THE SECOND PARTY AT SITE-**

1. Carry out greasing, running repairs, emergency repairs, minor & major repairs, preventive maintenance and all other type of repair and maintenance, which the Second Party considered it appropriate to maintain the Fleet of the First Party.
2. Whenever, the Second Party considered it necessary that repair is not practically possible to carry out at the site, the bus can be taken to the Second Party dealer site / workshop. The decision to take the bus to dealer's workshop will be at the sole discretion of the Second Party. In such case the delivery to / collection of the bus from the dealer's service location, including towing (if necessary), salvage, freight or other transportation charges, if any, including of providing of the driver, are to be borne by the First Party.
3. The Second Party will deploy sufficient number of technicians round the clock. The Second Party will also deploy the office staff with a trained Manager to control these staff. The Manager should have necessary communication skill with the officials and staff of the First Party.
4. Establish routine and process for all site activities related to the maintenance of the Fleet.
5. On the job Training of the technical team of the First Party to carry out activities like daily checks, washing, general inspection, body bolts tightening and even to carry out preventive maintenance.

6. The Second Party will stock required spare parts at site for fulfilling its obligations specified under various clauses of this agreement.
7. The Second Party will make available all necessary hand tools including special tools required for fulfilling its obligations under various clauses of this agreement.
8. To provide manpower for fitment/ replacement of Glasses, Light Covers, replacement of Cracked Front Wind Screen on providing consumables by the First Party.

#### **H. EXCLUDED SERVICES-**

The following items/parts/components and services are specifically excluded from the coverage of this SA-

1. Repair work resulting from negligence or incompetence on the part of the First Party or any third party in driving, servicing, repairing, loading, unloading or otherwise dealing with the bus.
2. Repair or service work arising out of deployment of non-trained drivers (driver does not possess certificate of passing the proficiency test by the Second Party) for driving the bus.
3. All activities involved in delivering the bus to / collection from the dealer's service locations, including towing, salvage, freight and or other transportation charges, all other incidental charges. Except on account of lapse in repair & maintenance by The Second Party.
4. Repair work resulting from the improper use of the bus, which includes:
  - The use for other than the agreed purposes as stated in clause-'C'
  - Failure to comply with the recommended procedures and service interval prescribed by the Second Party.
  - The use of the wrong, or contaminated fuels.
  - Failure to take immediate action to avoid consequential damage in the event that the bus warning and monitoring systems are activated and inspite of this the bus is driven resulting into further damages.
  - Driving or use of the bus in an unprofessional, abnormal or extreme manner.
  - Wilful default, gross negligence
5. The costs of repairs resulting from all causes beyond the control of the Second Party, such as (including but not limited to) collision damage, traffic accidents, fire and lightning strikes & other force majeure conditions
6. The costs of repairs or services to

- Chrome parts
  - Rear view mirror, front wind screen (if physically damaged due to hitting), tools supplied with the bus unless it's a manufacturing defect
  - Upholstery, Door trims, Floor mats, carpets, Roof lining, sun visor, blind screen
  - Battery cover, mud flaps, mud guard, seats except seat adjustment mechanism.
  - All sheet metal and body components including but not limited to cracks, rusting etc
  - The repair costs of all sort of paint damages such as (including but not limited to) fading, peeling, chipping, corrosion, erosion, rusting etc
  - Tyre sets.
  - Batteries.
  - All accessories like (including but not limited to) DVD, speakers, LED/LCD TVs etc which are not originally supplied by the Second Party.
7. Repair work on the chassis as a result of defects in the super structure or any other work arising from failure or malfunction of any component or equipment which is not subject to this AMC.
  8. Repairs or services arising out of additions, deletions or modifications post manufacture / fabrication done by the First Party without the approval of the Second Party.
  9. Repairs or services arising out of repairs or services carried out by anyone not authorised by the Second Party.
  10. Any preventive maintenance, repairs or service work in relation to the bus required complying with any act, rule, regulation, order or other law, however, the Second Party has to meet pollution norms & guidance as per BS IV norms.
  11. Supply of fuel.
  12. Travelling expenses, boarding and staying charges of the First Party staff or their representative

#### **I. PAYMENTS-**

1. The First Party agrees to pay the AMC charges as per the rates mentioned in the clause ' D ' of this agreement to the Second Party on the monthly basis. The payment for part of the month will be on the basis of actual operated km.
2. The Second Party directly or by their service provider will submit the invoice / bill by the seventh of the subsequent month, indicating basic claim as per clause ' D ' of this agreement with applicable GST and government levies as extra, if any on completion of the month.
3. The First Party is supposed to make the payment within next fifteen days positively. In case of delay in arranging the payment (without any justifying ground) within the twenty days from the date of submission of the bill, the First

Party will attract penal interest on the defaulting amount @ ₹ 25/- per ₹ one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments for this contract. In case of any objection on the claim submitted by the Second Party, the same should be communicated in writing to the Second Party within seven days from the date of submission of the bill.

4. If the payment is finally not released without any justified reason for the period of 90 days from the date of submission of the bill, the Second Party will be free to stop the services to the Fleet of the First Party. In case, the delay is up to 120 days, the Second Party can consider terminating the Service Agreement.

#### **J. PENALTY PROVISION-**

1. As per terms of this SA, the Second Party has taken the responsibility for timely / regular and efficient maintenance of the Fleet. The maintenance also includes breakdown repairs. The Second Party shall maintain the Fleet in such a way that the buses should be made available for operation for the days indicated in the below table

AMC Year	Minimum days *(availability of the bus in a year)
1 <sup>st</sup> & 2 <sup>nd</sup> year	340 days
3 <sup>rd</sup> to 8 <sup>th</sup> year	330 days

(\*as at Sr.No.3 below)

2. In the event of non-availability of the bus for operation for the prescribed days in a year as tabulated above, due to repair & maintenance a penalty @ ₹ 5,000/- per bus for each lesser day will be levied to the Second Party.
3. Availability days on annual basis for calculating the penalty as above will be computed on the Fleet. The days lost due to accident damage / repair, strike, public unrest etc. (force majeure provisions) are to be excluded while calculating the penalty.
4. For surplus earned saved days over and above the prescribed days as above, incentive payment @ ₹ 2,500/-per saved day will be released to the Second Party at the end of the year.
5. For the effective control over the breakdown of the bus on route, following provisions will be applicable-
  - The Second Party undertake to maintain a 24 hours efficient help line to ensure of attending the break-down immediately.
  - If the break-down is due to the mechanical failure for which the Second Party is responsible for poor maintenance or poor quality of spare parts or aggregates, the penalty @ ₹ 2,500/- per break-down will be levied, however the penalty will not be applicable if break-down is due to driver's negligence or due to accident or due to any other reason for which the Second Party is not responsible.
  - In case of break-down on route, the payment of AMC for the operated km (km covered before the break-down) will only be released i.e. no payment will be made for the curtailed km.

- If the Second Party is responsible for break-down on route as prescribed above, the bus is to be attended by the Second Party at the break-down spot and no extra payment will be released for attending the bus even for towing, etc. Further, days consumed in attending the bus and putting the bus on road will also be considered in days permitted for maintenance.
- However, if the Second Party is not responsible for the cause of break-down, cost to attend the break-down and corresponding days will be in account of the First Party.

#### **K. TERMINATION OF THE SA-**

Either party can terminate this agreement at its own- will after giving 120 days advance notice in writing giving full facts and figures to the other party in the event of the breach of any of the major terms and conditions mentioned in this agreement.

#### **L. TRANSFER-**

The First & Second Parties shall not transfer all or any part of its rights and obligations arising out of this Agreement to any third party. In very exceptional circumstances either party can transfer on taking written consent of other party.

#### **M. INDEMNITY; LIMITATION OF LIABILITY-**

1. The First Party agrees to indemnify, defend and hold, the Second Party harmless from all claims, liabilities, suits, losses, damages and expenses arising from the operation, condition, maintenance, use and ownership of the bus and from the First Party default of this AMC.
2. The Second Party shall be liable to the First Party only for the direct losses arising from damage caused to the bus, due to acts of wilful damage and or gross negligence on the part of the Second Party in the course of providing service under this agreement at the service station. The Second Party shall bear such losses by repairing the bus so that it is returned to its condition prior to such damage
3. The Second Party shall not be liable for any damage or other loss attributable to causes beyond the Second Party reasonable control, including acts of god, other events of force majeure, fire, theft or other acts of third parties or for any consequential or indirect damage or loss. The provisions of this agreement constitute the First Party sole remedy hereunder
4. The Second Party shall not be responsible to offer the First Party replacement of the bus or transport or care for the passengers, nor is the Second Party responsible for the cost of replacement transport, loss of use, loss of profits, bus contents, or incidental or consequential damages, if any.



## **N. SECURITY DEPOSIT-**

The security deposit of an amount equal to 5% of this contract value shall have to be submitted by the Second Party in the form of irrevocable Bank Guarantee of any scheduled bank in favour of the First Party towards satisfactory completion of this SA. The validity period of the BG shall be for the period 8 years, extendable further if the period of this SA is extended. The security deposit is liable to be forfeited in full, if the Second Party fails to complete the contract satisfactory as per terms and conditions of this SA.

## **O. OTHER IMPORTANT TERMS-**

1. The services to be provided under this SA shall be such as is on account of Normal Wear and tear of the bus.
2. The Second Party reserves the absolute right to decide whether parts need to be replaced with new /repaired / renovated part to fulfil its obligation on the services to be provided under the SA
3. The Second Party decision will be final on technical grounds whether the services, repairs, or replacement of components qualify under the agreement.
4. All old components assemblies, parts, lubricants etc., removed / replaced from the bus & replaced with a new part under this SA will be the properties of the Second Party and no other party shall have the right to claim the ownership for those old components / parts.
5. The complaints of below optimum performance, if any, received from the First party during AMC period should be attended immediately by the Second Party. In case of non-completion of repairing work included in AMC as per schedule, the First Party will be at liberty for getting such work done from other source having similar terms & conditions of contract at the risk & cost of the Second Party. The excess cost on repairs thus incurred, if any, will be recovered from the Second Party from its pending bills/ EMD/ Bank Guarantee or through legal action. The procedure of risk and cost repairs will be adopted after serving registered notice to the Second Party for making the bus available within 15 days without prejudice to the other terms & conditions of the maintenance contract.
6. Amendments and other agreements concerning or modifying this Agreement must be in writing.
7. If any provision of this Agreement is held by a court to be invalid or unenforceable, such provision will be deemed to be deleted or modified to comply, and all remaining provisions will remain in force.
8. Any notice or communication in respect of the agreement may be hand delivered or sent by recognised courier or facsimile or e -mail at the addresses given in the agreement and the parties shall deem delivery to be valid on the next business day after the date of receipt
9. For removal of any difficulty in implementation of this SA the Director General of the First Party , shall be authorised to intervene and take necessary steps and taking into confidence of both the parties, can make suitable modifications without material altering the terms and conditions of this SA. His decision shall be binding to both the parties.

10. All disputes arising out of or in relation to the AMC or any breach hereof shall be first referred to the Sole Arbitrator i.e. the Financial Commissioner & Principal Secretary to Govt., Haryana, Transport Department, Chandigarh. If any legal proceeding arises between the parties thereafter the same shall have to be instituted in the Courts situated in Chandigarh only. No other court shall have jurisdiction to entertain a dispute arising out of the AMC. There will be no objection to such appointment that the Arbitrator so appointed is a Govt. servant and that he has to deal with the matter to which this AMC relates in the course of duties as such Govt. servant and might have expressed views on all or any of the matters in dispute or differences. The award of such Arbitrator shall be final and binding on both the parties to this AMC. The Arbitrator so appointed shall have power to extend the time of making of award on request from either of the parties or otherwise in case the dispute is not resolved by arbitration the matter shall be referred to court at Chandigarh in accordance with clause as below.
11. The AMC will be governed by and construed in accordance with the laws of India and will be subject to exclusive jurisdiction of courts at Chandigarh only.
12. Neither party shall set off any right owing hereunder against any liability owed hereunder or under any other arrangement
13. Subject to the provisions hereof this agreement is not intended and shall not be construed to confer any person other than the parties hereto any rights and/or remedies herein.

IN WITNESS whereof the parties hereto have set and subscribed their respective signatures in the presence of witness below named on the ..... day of 2019 in the above mentioned at .....

SECOND PARTY

FIRST PARTY

Authorised Signatory

Authorised Signatory

WITNESSES

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

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

In case of any difference of opinion on any terms and conditions of this proposed draft, the Second Party may give his comments giving full details / reasoning etc. hereunder :-

In the event of any major difference of opinion, the First party will have sole discretion either to accept full or partial the changes proposed by the Second party or may reject his offer in Totality.

## SCOPE OF THIS SERVICE AGREEMENT- TYPE- COMPREHENSIVE

1. The service includes preventive maintenance services (Basic Services & Annual Services) as per the schedule of the Second Party.
2. All materials / spares used in the repair and maintenance of the Fleet should be genuine manufacturer's spares or of OE suppliers.
3. Oil and coolant topping up between scheduled services provided, such top ups are done either at site or the authorised workshop of the Second Party.
4. Bulbs, Fuses and Relays are replaced as and when required
5. Greasing of bus at every basic and annual service (Limited to under chassis). In case of site support this activity is to be taken care-of by the staff deployed by the First Party. Grease will be provided by the Second Party.
6. Repairs to the bus & all required parts & material arising out of the normal usage of the bus
7. The services excluded under this agreement are listed under the clause 'H'. If the excluded repairs are to be carried out the same would be charged additional to the First Party.
8. Parts and labour for repairs related to chassis, driveline components, air conditioning and heating system and bus body as given below are covered

### **Engine repairs**

Engine block, cylinder head  
Pistons & cylinder liners and seals  
Flywheel and flywheel housing  
Valve mechanism and valve cover  
Timing gears, cooling fan, drive belts,  
Camshaft, crankshaft, connecting rods and bearings  
Oil pump and oil cooler  
Fuel injection pump and injectors  
Inlet/exhaust manifolds  
Exhaust brake  
Turbocharger  
Radiator, coolant pump and hoses  
Intercooler, hoses, starter element  
Exhaust pipes and silencers

### **Transmission repairs**

Gearbox housing, gearbox brackets  
All Transmission components  
Retarder (Built in retarder)  
Propeller shaft

### **Rear axle repairs**

Rear axle casing and drive shafts

Differential housing, differential gears,

### **Electrical repairs**

Batteries, electrical central, cable harnesses

Alternator, starter motor

ECU relays

Dashboard instruments

Electrical junction box

### **Brake repairs**

Air compressor, air dryer, calipers

Brake pads and disc, valves, pipes, and sensors

### **Wheels, Suspension and Steering repairs**

Steering gear, servo pump, steering knuckles, drag link

Anti-rolls bars, shock absorbers

Air bellows

Pneumatic valves and sensors

Bushings, brackets, ball joints

Hubs, wheel bearings, wheel bolts

### **Air conditioning & heating System**

AC Compressor

AC belts

Evaporator

Condenser

Pulleys

### **Bus body**

Pneumatic valves

Windscreen wiper motor

Seat mechanism

Body brackets

Rear engine flap door

Door mechanism

Wiper blades, wiper arms, diesel tank hose, gear lever boot, flap door rubber, general fasteners, driver door lock, driver door side lock, passenger door lock, budget lock, door pneumatic valve, driver door link rod, driver door link rod end, door pneumatic main unit, flap door center lock, flap door side lock, gas springs, seat reclining mechanism, door pneumatic cylinder and door pneumatic switch.