

उत्तराखण्ड परिवहन निगम, मुख्यालय,
1 राजविहार, चकराता रोड, देहरादून।

उत्तराखण्ड परिवहन निगम द्वारा विभिन्न मार्गों पर 04 वातानुकूलित 3X2, 52 सीटर एवं 06 वातानुकूलित स्लीपर कोच बसें अनुबन्ध के आधार पर संचालन किये जाने हेतु प्रस्ताव आमंत्रित किये जाते हैं। प्रस्ताव हेतु शर्तों का विवरण utc.uk.gov.in पर उपलब्ध है। प्रस्ताव जमा करने की अन्तिम तिथि 12 जुलाई 2019 समय 15:00 बजे तक है।

दीपक जैन
महाप्रबन्धक (संचा./तकनीकी)

उत्तराखण्ड परिवहन निगम में निजी वाहन स्वामियों की नई वातानुकूलित 3X2, 52 सीटर बसें अनुबन्ध के आधार पर संचालन, योजना- 2019

उत्तराखण्ड परिवहन निगम द्वारा निजी बस स्वामियों के लिये नई वातानुकूलित 3X2 सीटर बसें अनुबन्ध के आधार पर संचालन की योजना है। विवरण निम्नवत है:-

1. एक वाहन स्वामी की कम से कम दो बसें स्वीकार की जायेगीं। यदि एक साथ सभी नई वातानुकूलित (3X2) वाहनें, एक ही वाहन स्वामी अथवा फर्म द्वारा उपलब्ध कराई जाती है एवं फर्म/वाहन स्वामियों द्वारा उत्तराखण्ड परिवहन निगम एवं अन्य परिवहन निगम में पूर्व से वातानुकूलित बसों का संचालन किया जा रहा है तो उन फर्मों/बस स्वामियों की बसें अनुबन्ध हेतु वरीयता दी जायेगी।
2. वाहन स्वामी द्वारा उपलब्ध कराई जाने वाली बसों का संचालन संलग्नक-A मार्गों पर किया जायेगा और एवं मार्ग निर्धारित होने पर किसी भी दशा में परिवर्तित नहीं किया जायेगा।
3. भुगतान, प्रत्येक माह में बसों द्वारा संचालित किये गये कि.मी. के आधार पर वाहन स्वामी द्वारा बिल प्रस्तुत करने पर, बिल प्राप्त होने के एक माह में किया जायेगा।
4. निगम द्वारा ऐसी वातानुकूलित (3X2) बसों को रुपया 12.00 प्रति कि.मी. प्रतिबस की दर से भुगतान किया जाना प्रस्तावित है लेकिन जिन आवेदकों द्वारा निर्धारित दरों में छूट प्रस्तावित की जायेगी, उनकी बसों को प्राथमिकता दी जायेगी।
5. निगम का प्रशासनिक शुल्क वर्तमान में रु. 6.00 प्रति कि.मी. निर्धारित है जो कि निगम द्वारा समय-समय पर संशोधित किया जा सकता है।
6. यदि बस की शुद्ध आय, निगम द्वारा बस पर कुल व्यय, प्रशासनिक शुल्क सहित, से कम प्राप्त होती है तो कम आय को समायोजित करते हुए भुगतान किया जायेगा।
7. निगम द्वारा डीजल न्यूनतम 3.75 कि.मी. प्रति लीटर की दर से उपलब्ध कराया जायेगा। संचालन समीक्षा के दौरान यदि डीजल औसत बढ़ा हुआ पाया जाता है तो तदनुसार डीजल औसत निर्धारित किया जायेगा। यदि किसी वाहन द्वारा निर्धारित से अधिक डीजल की खपत की जाती है तो अधिक डीजल खपत मूल्य का समायोजन, वाहन स्वामी के पाक्षिक देयक बिलों किया जायेगा।

8. वातानुकूलित (3X2) वाहन, उत्पादन कर्ता की **Air Conditioned BS IV** नई बस स्वीकार होंगी। सभी बसों को भारत सरकार एवं उत्तराखण्ड सरकार द्वारा निर्धारित मानकों को पूर्ण करना होगा।
9. अनुबन्ध के समय (3X2) वातानुकूलित बसें नयी (ब्रॉण्ड न्यू) होनी चाहिए। **Fully Bult** बसों को वरीयता दी जायेगी।
10. ऐसे प्रस्तावक जिनके द्वारा वीर चन्द्र सिंह गढवाली योजना के अन्तर्गत बस क्रय कर, निगम के साथ अनुबन्ध करने के इच्छुक हो, ऐसे प्रस्तावकों को प्रथम वरियता दी जायेगी।
11. अनुबन्ध की अवधि 05 वर्ष होगी जिसे बाद में अधिकतम एक वर्ष के लिये बस की दशा के अनुरूप बढ़ाया जा सकेगा।
12. प्रस्ताव के साथ प्रतिभूति मद में रुपया 50,000.00 (रुपया पचास हजार मात्र) प्रतिबस की दर से प्रतिभूति राशि का बैंक ड्राफ्ट जो प्रबन्ध निदेशक, उत्तराखण्ड परिवहन निगम, देहरादून के नाम देय हो, संलग्न करना होना। प्रतिभूति के रूप में जमा धनराशि, प्रस्ताव स्वीकृत होने पर कुल अनुबन्ध अवधि के एक वर्ष पश्चात तक निगम के पास रहेगी।
13. सभी वातानुकूलित (3X2) वाहनों एल.ओ.आई. जारी होने के 75 दिन के अन्दर उपलब्ध कराई जानी होंगी। निर्धारित अवधि व्यतीत होने के पश्चात ठोस कारण बताए जाने पर 30 दिन का अतिरिक्त समय, रुपया 1000.00 (रुपया एक हजार मात्र) प्रतिदिन प्रतिबस की दर से विलम्ब शुल्क जमा कराने पर, प्रबन्ध निदेशक द्वारा दिया जा सकता है। इसके पश्चात अतिरिक्त समय नहीं दिया जायेगा और प्रतिभूति धनराशि जब्त करते हुये आवंटन निरस्त कर दिया जायेगा।
14. बसों पर विज्ञापन प्रदर्शित करने का अधिकार निगम का होगा।
15. सभी बसों का स्वामित्व निगम को स्थानान्तरित कराना होगा।
16. बस संचालन हेतु चालक उपलब्ध कराया जाना एवं बस मेन्टीनेन्स का दायित्व वाहन स्वामी/फर्म का होगा।
17. बस का **Comprehensive** बीमा फर्म द्वारा कराया जाएगा तथा दुर्घटना आदि होने पर सभी प्रकार के क्लेम का पूर्ण उत्तरदायित्व फर्म का होगा।
18. बस पर देय समस्त टैक्स जैसे रोड़ टैक्स, फिटनेस फीस, बीमा, जी.एस.टी. (यदि देय हो तो) आदि की देयता फर्म की होगी।

19. बस संचालन हेतु यात्रीकर, परमिट फीस, टोल आदि का भुगतान निगम द्वारा किया जायेगा।
20. आयकर की कटौती नियमानुसार फर्म के बिलों से की जायेगी।
21. चालक एवं फर्म के अन्य कार्मिकों के ईपीएफ, ईएसआई आदि देयकों का दायित्व फर्म/वाहन स्वामी का होगा।
22. अनुबन्ध की शर्तों का पालन न किये जाने पर प्रतिभूति राशि जब्त करते हुये निगम द्वारा अनुबन्ध समाप्त किया जा सकता है।
23. बस की कलर स्कीम निगम द्वारा निर्धारित मानकों के अनुसार होगी। बसों पर केवल उत्तराखण्ड परिवहन निगम और उत्तराखण्ड परिवहन निगम का लोगो तथा निगम द्वारा उपलब्ध कराये जाने पर उत्तराखण्ड पर्यटन सम्बन्धी चित्रों को प्रदर्शित करना होगा।
24. बस बौडी में कही भी फर्म का नाम, टेलीफोन नम्बर आदि प्रदर्शित नहीं किया जायेगा।
25. सभी बसों में निगम द्वारा **empaneled** फर्म से जी.पी.एस. तथा सी.सी.टी.वी. कैमरा लगाया जाना अनिवार्य होगा जो निगम के **Comman software** पर कार्य करेगा।
26. बस प्रदाता का चरित्र अपराधिक प्रवृत्ति का नहीं होना चाहिये और उसके प्रति किसी प्रकार का वाद योजित नहीं होना चाहिये। साथ ही बस प्रदाता किसी बैंक अथवा फाईनेन्स कम्पनी से डिफॉल्टर नहीं होना चाहिये। प्रस्ताव के साथ इस आशय का प्रमाण-पत्र प्रस्तुत करना होगा।
27. किसी विवाद की स्थिति में प्रबन्ध निदेशक का निर्णय अन्तिम होगा।
28. आवेदन, निर्धारित प्रारूप **संलग्नक 'B'** के अनुसार करना होगा।
29. वातानुकूलित (3X2) सीटर, 218/222 इंच व्हीलवेस, कुल सीटें 52 हों तथा सीटें 'HARITA' मेक की होनी चाहियें।
30. अनुबन्ध पत्र संलग्नक—C

महाप्रबन्धक (संचालन/तकनीकी)
परिवहन निगम मुख्यालय।

संलग्नक-A

क्रमांक	मार्ग का नाम	बसों की संख्या	डिपो का नाम
1	टनकपुर-देहरादून-टनकपुर	02	टनकपुर
2	टनकपुर- दिल्ली -टनकपुर	02	टनकपुर
3	हल्द्वानी-दिल्ली-हल्द्वानी	03	हल्द्वानी / काठगोदाम
4	रुद्रपुर-दिल्ली-रुद्रपुर	03	रुद्रपुर
5	रामनगर-दिल्ली-रामनगर	02	रामनगर
6	ऋषिकेश-दिल्ली-ऋषिकेश	02	ऋषिकेश
7	हरिद्वार-दिल्ली-हरिद्वार	02	हरिद्वार
8	कोटद्वार-दिल्ली-कोटद्वार	02	कोटद्वार
9	देहरादून-दिल्ली-देहरादून	04	देहरादून
	योग	22	

नोट- उक्त रिक्तियों को आवश्यकतानुसार घटाया / बढ़ाया भी जा सकता है।

वातानुकूलित वातानुकूलित (3X2) सीटर बस के संचालन हेतु आवेदन पत्र

निविदा संख्या निविदा मूल्य रुपया 1000.00+वैट रु0180.00= रु01180.00

(वेवसाईड से निकालने पर उक्त धनराशि का बैंक ड्राफ्ट जो प्रबन्ध निदेशक, उत्तराखण्ड परिवहन निगम के नाम देय हो, निविदा के साथ संलग्न करना होगा)

1-निविदादाता (बस मालिक) का पूरा नाम व पता.....
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मोबाइल नम्बर.....पैन कार्ड नम्बर.....

2- निविदादाता की विधिक स्थिति

2.1 हैसियत यथा व्यक्तिगत/पार्टनरशिप, फर्म/लिमिटेड कम्पनी आदि फर्म/ कम्पनी की ओर से यदि निविदा दी जा रही है तो पार्टनरशिप डीड अथवा आर्टिकिल और मेमोरण्डम ऑफ एसोसिएशन की प्रमाणित प्रति संलग्न करें.....
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2.2 क्या पूर्व में उत्तराखण्ड परिवहन निगम अथवा अन्य परिवहन निगम में बस अनुबन्ध पर चलायी है, यदि हाँ तो संक्षिप्त विवरण

परिवहन निगम में यदि पूर्व से बस संचालित है/थीं तो पूर्व में यदि निगम द्वारा कोई पैनाल्टी लगाई गई हो तो उसका पूर्ण विवरण

3- प्रस्तावित वातानुकूलित (3X2) बसों की संख्या:-

4- अर्नेस्टमनी (संलग्न) का विवरण

बैंक ड्राफ्ट सं०.....दिनांक.....

बैंक का नाम.....रु0.....

5- निविदा मूल्य का विवरण, बैंक ड्राफ्ट सं..... दिनांक.....

बैंक का नाम..... रु0

6- मार्ग वरीयता क्रम :-

मार्ग का नाम 1.

2.

3.....

7- प्रस्तावित दरें (निगम द्वारा प्रस्तावित दरों में छूट प्रदान करते हुये वाहन स्वामी द्वारा प्रस्तावित दरें)

नोट- उपर्युक्त वरीयता क्रम निगम पर बाध्य नहीं होगा। इन मार्गों पर उपलब्ध रिक्तियों के आधार पर मार्ग का आवंटन किया जायेगा। उपर्युक्त में जहां वांछित हो पूर्ण सूचना भरें।

धोषण :- मैं/हम शपथ पूर्वक यह घोषणा करता हूँ/करते हैं कि मेरे/हमारे द्वारा ऊपर दिया गया विवरण पूर्ण रूप से सही व सत्य है।

दिनांक

हस्ताक्षर निविदादाता
(वाहन स्वामी)

Agreement Deed

This AGREEMENT made this on day of 20--- between Uttarakhand Transport Corporation, having its Head Office at 1 Raj Vihar, Chakrata Road, Dehradun (hereinafter called as 'First Party')Which expression unless repugnant to the context or meaning thereof shall mean and include its successors assigns and administrators to the office of the First Party.

AND

Shri **S/o**, having its registered office located at(hereinafter called as 'Second Party'). Which expression shall unless contrary to the meaning of context thereof shall mean and include their heirs, successors, executors and administrators of the Second Party.

Whereas the First Party has under its operation ----- new A.C. (3X2) Bus and for operation and maintenance of those buses, First Party has engaged **Shri** **S/o**being Second Party on the following terms and Conditions.

I. SCOPE OF THE WORK.

1. The Bus Numbersprovided by the Second Party or alternative bus that under the term of this Agreement shall be provided by the Second Party from time to time shall remain in the possession of the First Party, and possession and control of the bus shall vest in the First Party but the ownership of the Bus, shall remain with the Second Party.
- 2- The bus will be plied on and scheduled route as decided by the First Party. The scheduled time of the bus can be changed and the Second Party will have to follow such instructions. The Second Party will not ply the buses on any other route without the permission of the First Party.
- 3- The First Party will operate the trips and route or as mutually agreed. This condition would not apply in case of a, natural calamities, law and order situation, force majeure and other reasons like blocked of traffic, etc. In such cases the operation of the bus can be stopped by the First Party with immediate effect and Second Party will inform accordingly. No Payment would be made to the Second Party for such period.
- 4- The Second Party will provide the Driver at their cost and the running of the bus will be the sole responsibility of the Second Party. The Driver of the Bus would be under as obligation to follow all the orders/Instructions, so issued by the Conductor, which are in consonance to the orders/directions of the First Party.
- 5- The Second Party would be responsible for keeping the bus in ready condition and will maintain the same as per to Motor Vehicle Act of 1988 and Rules made there under any other Order or Notification issued by any Government Gazette in that regard from time to time. The Second Party will also be responsible to keep the bus cleaned and to maintain the

seats, Vehicle tool box, first aid box, Stepni and other equipments, at their expenses. All the expenses on the maintenance will be done by the Second Party.

6- The Driver of the Bus shall be treated as the employee of the Second Party. The Driver under no circumstances shall be considered to be an employee of the corporation. Obtaining of draiving license under the Motor Vehicle. Act, 1988 of fulfillment of expectation of other laws shall be the total liability of the Second Party.

7- Second Party shall ensure that all the time the Driver carries the requisite driving license, and that Driving license under the provisions of Act, and Rules is valid to drive a Heavy Transport Vehicle. Second Party under no circumstances shall permit any other person in place of authorized driver to drive the bus under contract. If at any stage it is found that this condition is being violated, the First Party after service of Notice giving Seven days time and after receiving the explanation within the specified period and after analyzing the explanation so received may terminate this Agreement, without giving any notice.

8- Driver of the Bus under contract shall carefully drive the Bus. He shall stop the Bus for alighting and boarding of passenger at every stop and specified place and shall get In/Out entry of the bus recorded at places where such facility exit.

9- Driver of the Bus shall not take any form of intoxication before or during the course of driving. If the Driver is found doing so, then the total responsibility will be that of the Second Party and the Agreement can also be terminated on this count and security deposit forfeited.

10- The Second Party at the time of appointing the Driver, must obtain character certificate of the Driver from police. During the period of Agreement if the driver violates any of the above condition or is impaired then it will be deemed that the Second Party is also at fault and the Agreement of the Vehicle can be terminated.

11- It will be the sole responsibility of the Conductor appointed by the First Party to distribute and sell the tickets to the Passengers and collect the revenue from them along with filling the way bill and other formats prescribed by the First Party and the driver of the bus will operate the Bus on the instruction of the Conductor appointed by UTC. The Driver of the bus for operation of the bus will be bound by all the instruction of the corporation. If the driver does not follow the orders or disobeys the orders of the corporation then it will be treated to have been committed by the Second Party and the First Party shall be authorized to recover from the Second Party and loss thus caused to the corporation.

12- Any fault of the driver, accident, negligence in driving or illegal work of the driver shall be the liability of the Second Party. In this regard the liability of payment of Award or compensation will be of the Second Party or Insurance Company under the provisions of Act, or other relevant rules. In no circumstances the First Party will be liable or responsible for the irregularity, negligence or illegal act of the Driver. If in compliance of and order of a

court any payment is made by the First Party the same shall be recovered by the First Party from the bills to be paid to the Second Party or under the law, together with commercial rate of interest. owner of the Bus. Shall produce a Certificate from the Insurance Company, that contract with Uttarakhand Transport Corporation, route and that if any accident occurs with the insured bus, during the period of contract, the liability of Bus Owner/Insurance Company.

13- Second Party will be fully liable and responsible for the offences relating to the Bus and its driver, but will not be responsible and liable, for any act and misdeed of the Conductor. Losses if any occurred to the First Party, for involvement of the driver in corruption will be recovered from the Second Party's Security Amount or from other payables, pending before the First Party for payment or from other properties of the Second Party.

14- Second Party will terminate the services of the driver, if he is found, to have violated the law unless otherwise a written permission for not removing his has been from the First Party obtained. If the Driver acts contrary to the provisions of this Agreement or the orders issued by First Party. The First Party after service of notice and analyzing and assessing the reply may terminate the Agreement.

II. PERIOD OF THE CONTRACT

15- The term of this Agreement would be of 05 years (.....) but the same can be extended by another period of one year by mutual constant of parties. The period of Agreement would start from the date of execution of the Agreement and the date of Agreement will be considered as the date commencement of the agreement.

III. OPERATIONAL DUTIES

16- The Second Party would be responsible to make the Bus available for half an hour in advance at the scheduled place/bus stand from which the bus is to be operated for passengers. The Officers of the First Party would have a right to insect the bus and other specified items at any point of time either at the route/bus station or otherwise. In case of default of the Second Party, as mentioned above, the First Party will have discretion to condone a maximum of 30 minutes time. If the bus is not arranged even after the expiry of 30 minutes, then the Second Party would remain liable for the penalty of Rs. 1000/- for up to one hour of delay. Still the bus is not made available then the First Party can transport the passengers at the cost and risk of the Second Party without notice and a penalty of Rs. 5000 per trip will be imposed to Second Party.

17- The Second Party has agreed that in case the bus is operated without conductor on account of strike, and if any passenger is found without ticket in the bus then the Second Party would be solely responsible for the said default. It would be liable to pay to the First Party a sum double the fare due from the passenger along with a sum of Rs. 1000/- as penalty per passenger.

IV. TEMPORARY SUSPENSION OF OPERATION SERVICES

18- In case of breakdown of the Bus on route, the Second Party would be entitled to receive payment only on the kilometers covered by the bus prior to its break down. Alternative arrangement made to transport the passengers for the incomplete portion of the journey will be made at the risk and cost of the Second Party. In case of any claim arising out and as decide by the competent authority, the same will be at the cost of the Second Party. If the incidence of break down is more than once in a calendar month, the Second Party would not be entitled to receive any amount even for distance covered by the Bus prior to its break down though it will be still liable to pay at the cost and risk basis the transportation of the passengers.

19- The bus under contract will be entitled to the following leaves. For not providing the bus for operation during the sanctioned leave period as provided in the agreement, the First Party will not charge any fine.

1. If necessary One day for routine maintenance in a week, but not more than 4 days in a month to be sanctioned by the Assistant General Manager of the Depot.
2. Apart from the above, keeping in view the importance of festivals, 6 days extra leave in a year on receipt of prior application, Divisional Manager can sanction these leaves.
3. In the event of Accident repairs :-
 - a. In the event of Minor repairs due to accident – up to 15 days to be sanctioned by Divisional Manager (Op.).
 - b. In the event of Major repairs due to accident:-
 - i. Up to 30 days leave – Divisional Manager (Op.).
 - ii. 31 days to 60 days leave – Divisional Committee.
 - iii. Above 60 days leave- Head Quarter Committee.(with penalty or without penalty).
4. For leave at Serial No. III, following would be required:-
 1. Necessarily should provide information of accident to Depot In charged, within 12 hours, through telephone or by any other means and written information within 24 hours is given to Depot In charge.
 2. Copy of F.I.R. If register.
 3. Maintenance Certificate from authorized garage.
 4. Certificate from Bus Owner that the Bus has not been operated on any route.

20- For not providing the bus for operation on account of damage and accident the Second Party will have to give written information that the Bus will not be available for operation and will have to obtain authorized leave as per clause '19' of this Agreement. The Second Party will also have the option that in the case of an accident or damage to the vehicle it can provide another bus alike the bus under contract, for operation but in any case the bus given in alternative arrangement will not be operated after the expiry of the leave period. As sanctioned under clause '19' of the agreement.

21- If the Bus Owner fails to provide his Bus for operation, on a particular day or any specified period due to the accident or damage repair then it will be necessary on his part to immediately give the information to Divisional Manager/Assistant General Manager and also specify the place where the bus is parked so that if necessary the corporation can get in inspected.

22- If the Second Party provides information to the Depot Incharge. Along with the copy of F.I.R. or copy of report that the Bus under contract has been seized and taken into custody by the Police or other authority, on account of accident, and then so long the Bus remains into the custody of police or other authority, no penalty will be charged from the Second Party.

23- If during operation of the bus air conditioning unit fails then the air conditioning charges will be returned to the Passengers. On such trips the vehicle owner will be paid only @50% of the rates to be paid to the owner of these A.C. buses on the operated K.M. AC bus will not be taken into operation at the starting point until and unless the AC unit or the heaters are in proper working condition. If from the starting station Air Conditioning unit or the heaters are out of order then the bus will not be taken into operation and it will be treated to be absent from operation and action as per the general rules of presence in the contract scheme will be taken.

24- In case of failure of Air Conditioner Plant of the Bus either prior to operation or during the course of operation, the Second Party would be entitled for proportionate payment for the trip. Any liability/claim by any passenger will be borne by the Second Party as decided by the competent authority.

V. INSURANCE AND CLAIMS

25- The Second Party shall get a comprehensive insurance policy covering all the liabilities including force majeure liability. The said insurance policy would be in the custody of the First Party and should necessarily contain the name of the First Party. All the claims arising out of any accident towards employees, passengers, property or to others would entirely be the responsibility of Insurance Company. The Insurance Company would be solely be liable for making the payment of all compensation even in cases the Competent Court/Tribunal passes the award making the liability of the parties as joint and several. An undertaking shall be obtained by the Second Party from the Insurance Company and submitted to the First Party. In the event of failure of the Insurance Company then the liabilities will devolve on the Second Party.

26- The renewal of the insurance will be done every year one month in advance by the Second Party and will be handed over the insurance policy to the First Party.

VI. TAXES AND LEVIES

27- The Second Party will pay taxes such as road tax, insurance etc. which are levied on bus. Whereas Permit Fee, Stand Fee, passenger tax, Toll Tax, entertainment tax would be

payable by the First Party. In case of cancellation of the Agreement, if any liability on account of any road tax due prior to the date of agreement the same would be recoverable from the Second Party.

28- Income Tax at source will be deducted from the bills of the Second Party.

29- Service tax and VAT if applicable will be payable by the Second Party.

VII. PERFORMANCE GURANTEE

30- The Second Party shall pay a sum of Rs. fifty Thousand per bus towards performance guarantee. The said guarantee would be required to furnish for a period of 5 years and 6 months at the time of execution of this Agreement. The Performance guarantee has been submitted in the form of a **Draft No. ----- Dated -----**, Rs ----- (50,000.00 only) for one buses.

VIII. PAYMENT

31- The First Party will make the payment to the Second Party on the earned km @ Rs ----- per KM. The amount decided by the corporation will be sanctioned and paid on fortnightly basis without any condition on earned income. The First Party will provide diesel as per quantity fixed by first party on the basis of fuel consumption of the bus ie. ----- KM per Lt. In case diesel is not provided by the First Party, the Second Party will be reimbursed the cost of the diesel at the rates applicable in Depot on Kilometer milage basis.

32- Average operation of the vehicle provided by the vehicle owner will be approx 450 km or more as such the Second Party will have to keep all the arrangements for the operation of these buses as per schedule maintenance of the bus provision of Drivers etc.

33- Second Party will be paid for operated kms. by the First Party at the rates of the Rs. - ----- Per KM and conditions for 15 days of operation. Second Party will have to submit the bill/claim of operation of the undertaking bus for a fortnight of operation to the First Party. The First Party will process these bill quickly and if any objection are raised or information in required then it will communicate all objection to the Second Party within one week. If there are no objections then the First Party, within one month from the date of receiving the bills, will make payment to the Second Party. If from the date receipt of the bills the payments are delayed for more than the above mentioned one Month (the delay for which the second Party is not responsible) then for the delayed period the First Party will pay interest @ of 5% as an additional payment to the Second Party.

34. Similarly if the Monthly Income achieved is less than the cost incurred (Break-even level- total Amount to be paid to Second Party including the expenditure on diesel and the Administrative charges of the First Party) then of the total loss will be recovered from the Second Party.

35- On the basis of prescribed daily scheduled K.M. the Second Party will have to operate 75% of fortnightly schedule km., excluding the leave days in terms of clause 19 of the agreement, specified for payment calculation. The bus will have to be operated for 75% of scheduled Km. If the prescribed scheduled Km. is not completed by the undertaking bus, the First Party will initiate following actions against the Second Party.

- 1- Recovery of prescribed administrative charges on the curtailed K.M.
- 2- If during a period of three months, less operation of scheduled K.M. is more than 15 days every month, the Bus owner will be issued a Show-Cause Notice and there after obtaining the reply in the specified time and after assessing and analyzing termination of the Agreement of the bus can be considered on merits. But if curtailment of the Bus from operation is found for the following reasons the above mentioned actions will not be taken.
 - i. Conductor not provided.
 - ii. Conductor provided after some delay.
 - iii. Accident/Break Down
 - iv. Special reason such as Road Blockage and Jams.
 - v. Other reasons on which the Second Party has no control.

36- As per income Tax rules, the First Party will deduct Income Tax, from the payments of the Second Party. If the Second Party provides a certificate from the concerned income Tax Officer, for not deducting Income Tax at source, then the First Party will not deduct any Income Tax, from the Second Party.

37. For the purpose of incentive, leaving the passengers admissible for free travel or partly exempted from payment of fare under the Govt. orders effective for the corporation, the balance fare income shall be added to the income of the concerned Bus.

IX. TERMINATION

38- In case the Second Party or its Driver are involved and attached to an illegal act from legal actions, the First Party would further have a right to cancel the Agreement.

39. If the operation of the Bus is not found satisfactory at any point of time then the First Party after inspecting the condition of the Bus terminate the agreement after giving notice of the specified time.

40- In case of any complaint in the body of the Bus or seats or mechanical fault which are not attended within reasonable period for which an adequate notice and time has been given to the Second Party hen penalty will be levied at Rs. 1000/- per day.

41- The Bus will be taken on contract for operation in a particular Division, Depot and route of the corporation. Normally During the existence of the agreement period the route will not be changed. Except for Sending the vehicle to the garage for maintenance, the Second Party will not use the bus for any other purpose and if the bus is found to be put to unauthorized use the First Party will have the right to terminate the agreement after giving

seven day notice and assessing the answer so received in the specified time period. If the attached Bus of the Second Party with the corporation or any other Bus in ownership/control of the Second Party is found to be illegally operating on the routes of the corporation in an unauthorized manner, then the First Party will have the right to give a seven day notice to the Second Party to explain his defense and after judicious assessment of the reply, agreement of the bus can be terminated by the First Party and for recovery of losses, the dues can be forfeited.

42- If the Second Party transfers the ownership of the Bus, without taking prior permission then the First Party can terminate the agreement after giving him 7 days, Notice and after analyzing and assessing the reply of the Second Party.

43- Unless otherwise provided in the agreement, the First Party will have to give a Notice of three months to the Second Party for removing the attached Bus from undertaking of the corporation, likewise if the Second Party, wishes to remove the attached Bus from the undertaking of the First Party, the Second Party will also have to serve three months notice to the First Party.

X. SERVICE OF NOTICE

44- All the Notices to be given, Documents to be issued and other actions to be taken by the First Party, will be in the name of the corporation and will be done by Managing Director, Divisional Manager or authorized Officers of Uttarakhand Transport Corporation

45- The service of the notice on the Second Party would be treated as complete if such notice is given to the authorized representative of the Second Party through the registered post either at their residential or official addresses. In cases of refusal to accept any letter or notice by the Second Party, as specified above, the First Party will have a right to remove the bus from its operation and at the risk and cost of the Second Party.

46- The service of notice by the Second Party would be through their authorized representative and it would be treated as complete on issuance of receipt by the authorized Officer of the First Party or Managing Director, The notice can otherwise be sent Second Party through registered post.

XI. ARBITRATION

47- If any dispute arises in reference to any word, meaning, terms and conditions, or to the right and liabilities of the parties to the agreement or for any type of payment, or any dispute what so ever arising out of this agreement will be referred to the Arbitrator, appointed by the Managing Director, Uttarakhand Transport Corporation and whose Order/Award will be full and final and shall be binding upon both the parties. In such reference the Rules and Regulations framed as per the provisions contained in Arbitration Act, will be effective and applicable.

XII. JURISDICTION

48- All disputes will be subject to Dehradun court's jurisdiction.

XIII. GENERAL

49- For registration of the undertaking bus, Second Party will have to bear all the necessary expenses such as stamp fees etc. and other expenses.

50- Second Party will have to take prior permission of the First Party if he wants to transfer the ownership of the Bus, to any other person and if the person in whose favor the ownership is being transferred, gives in writing an acceptance, that he will execute the agreement, for the remaining period.

51- Second Party will have to obtain written permission from the First Party if it wants to replace its bus under the agreement by another bus of the same or of lesser age. The Second Party will have to apply 45 days in advance to the Divisional Manager. Upon replacement of the bus, the payment as per rates in accordance with the agreement will be made.

52- Before presenting the bus for operation the Second Party will get all necessary information provided by the corporation scribed on the Bus.

53- Helper of the Bus will only be allowed to travel in the undertaking bus after a permission letter has been obtained from the Depot incharge. The helper of the bus will however not have the rights to do the duties of the driver or to do the work of the conductor in collecting the money from the Passengers. Nor will he be an employee of the First Party

54- Even otherwise as provided in the agreement if a situation so arises where the First Party feels that the continuous operation of the Bus is so required then First Party can issue instructions for continuous operation of the Bus. Second Party will be bound to comply with such instructions.

This Agreement is executed with a consent of both the parties on this ----- and all the parties and witnesses to this Agreement have signed the Agreement.

**For and on behalf of
Uttarakhand Transport Corporation**

For and on behalf of

(Authorised Signatory)
First Party

Shri -----
S/o -----
Second Party

Witnesses: First Party

Witnesses: Second Party