



उत्तर प्रदेश UTTAR PRADESH

AF 234849

For AGRA



AGREEMENT MADE ON THE 26 DAY OF APRIL, 2010.

By & BETWEEN

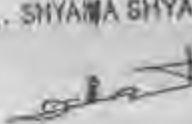
U.P. STATE ROAD TRANSPORT CORPORATION (UPSRTC) Parivahan Bhawan, Tehri Kothi, Lucknow (hereinafter Contractee) which expression shall, unless repugnant to the context or meaning its hears, executors, administrators, successors and legal representative as contractee party.

And

M/s Shyama Shyam Service Centre, having its registered office at 360/2, Near SFS Flats, Ghazipur Village, Delhi-110096. M/s Shyama Shyam Service Centre, hereinafter referred to as Contractor, which expression shall, unless repugnant to the context or meaning hereof, include its successors and assigns, as part of the contractor Part.

Where as the contractee floated their open Tender vide No: 2637 MT/09-7MT/2009-10, Dated: 02-12-2009 called offers from such interested parties who meet the laid out requirements in order to select service provider who can provide comprehensive, single

SHYAMA SHYAM SERVICE CENTRE


Partner


प्र.के. श्याम (अधिकारी)
मुंबई (अधिकारी)

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window solutions for Annual Maintenance of buses(specified in the tender)Including Comprehensive Periodic Maintenance/ Breakdown Maintenance/ Major repairs /Overhauling Assemblies including Body, Tyres & Air Conditioning etc) by Establishing Such dedicated workshop facilities that should be adequate to meet the requirement of all the buses under the Contract with labour, lubricants and spare parts In Seven Cities viz Lucknow, Kanpur, Agra, Varanasi, Allahabad, Mathura & Meerut of 1310 Nos city/suburban Buses Under JnNURM Scheme. Contractor after duly understanding the purpose, requirements & Implications of such bid, in letter & spirit, submitted its offer vide Dated: 22-12-2009. Contractee after following duly laid out established procedure has accepted the offer of contractor for citi AGRA as per net rates exhibited in annexure A for which contractor has given its written willingness vide its letter no: sssc/tender/030, dated: 23-03-10 before entering into this contract.

NOW THIS AGREEMENT is entered into on the following terms and conditions:-

For the purpose of convenience, First party i.e UPSRTC shall be called as contractee and second party i.e successful bidder, as contractor.

1. (A) Contractor shall offer single window, complete workshop solution for operation of city buses (As per provisions of JnNURM) under one roof in respective locations. Initial contract will be for five years. Extendable by three years till end of AMC period. However extension period may vary as per requirement, policy of contractee and also subject to satisfactory performance/results of the working contractor.


(B) The contractor shall be required to fulfill obligations as per their comprehensive AMC offer for life cycle(decided as per policy of contractee) as prescribed on footplate bus system inclusive of consumables, spare parts, Tyres, replacement of assemblies/sub-assemblies, systems, A.C. plant & accessories etc. taking into account preventive/docking maintenance, normal wear & tear, major repairs/over-hauling and break downs as well as accidental repairs (mechanical & body), tyre cut/damage, broken lights and routine body repairs etc. inclusive of labour cost to ensure 95% availability during first two year and 92% availability after two years till AMC. The contractor shall be responsible for carrying out repairs and servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/Tyres/body parts/aggregates/assemblies/subassemblies/AC) till specified life cycle. However Contractee will provide only Diesel/CNG for operation of the buses.

(C) The Contractor shall be required to offset their obligations, under Warranty/Performance Guarantee terms in their AMC offer in the form of Rates in Rupees per km. basis. These buses are expected to be operated in Two or more shifts basis daily. A typical shift is of 8 hours.

(d) Rates agreed upon shall be applicable to the respective year & km slab both, whichever is later.

(e) Contractor shall be required to set up fully equipped operational workshop along with adequate staff strength in as many depots as decided by the contractee with in each city location as per requirement of smooth city bus operational setup.

2. Periodical maintenance of buses including AC Plant & sub assemblies at all 7 locations of contractee will have to be done by the contractor as per the procedure laid down in Maintenance Manual of Vehicle manufacturer, Tyres, AC Manufacturer & Sub assemblies manufacturer(Including use of required Spares, Tyres, Oil & Grease, Coolant, Refrigerant etc).

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3. During Annual Maintenance Contract Period, the contractor would provide his well trained resident engineers/Technicians/Labors at contractee's depot to attend the maintenance and servicing, of bus (s) to ensure quality assurance/control etc. and for checking and preventive and breakdown maintenance (Normative list is appended at Annexure B). The Bus wise AMC shall be on regular basis to ensure at least 95% availability of buses during first two years and 92% availability after two years till AMC. Failure to arrange for an immediate repair/maintenance to keep prescribed percentage of availability, as the case, shall be liable for penalty as detailed further.

Similarly Contractor shall ensure such maintenance & upkeep of bus including tyres and body, so that there is no breakdown on this account. Still contractor shall make necessary arrangements such as online staff, Breakdown van etc so that in event of breakdown on road due to mechanical, Tyre, tube, flap failure (if it is due to poor upkeep or over usage beyond prescribed limit fixed by vehicle manufacturer recommendations) & body failures (due to poor upkeep resulting in failure) etc, are attended in shortest possible time period. In case of such breakdowns, penalty through recovery shall be imposed on contractor as detailed further.

4. Contractor will be responsible for cleaning & washing of buses by installing automatic washing plant adequate to handle such type & quantity of buses in the depot, washing of linen, curtains, spraying of room freshener and mosquito repellent.

5. Contractee shall provide its own premises in various locations equipped with basic necessary civil infrastructure required for running workshop such as sheds, stores, bus pit, rooms for keeping tools & plants etc. Also only electrical wiring shall be provided. Location of such workshops shall depend upon optimum & practical viable size of fleet, which shall be decided by contractee.

However rest of all other T & P, special tools, machines, washing machine, IT system required for inventory & workshop management, store bins, furniture for its own personnel, lighting fixtures & consumables, security of area under usage of contractor, shall be set up by contractor at its own expenses.

6. The bus assemblies/sub assemblies are by and large covered under Warranty for 3 years and mileage slab for this year, whichever is later, from the date put into operation after registration. Therefore contractor shall offer rates taking into account warranty claims etc, which in turn would mean passing benefit to contractee. But contractee would have no role in mediating in any warranty settlement period or issues with vehicle manufacturer.

7. Minimum reasonable & justifiable rates (Rupees) on per km. basis shall be quoted for the following phases of life span(tentative) of the bus for Comprehensive Annual Maintenance Contract inclusive of spares & labour:-

1- Mini Buses---	: 10 years
2- Ordinary standard buses---	: 10 years
3- Semi Low Floor Buses---	: 10 years
4- Low Floor Non AC Buses ---	: 12 years
5- Low Floor AC Buses ---	: 12 years

Such quoted & approved rates shall be valid for the respective year and kilometer slab both i.e. whichever is later.

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(ए.के. शिवाजी)

Life cycle for standard Ordinary/Semi Low Floor/Low Floor Buses (Depending on Life cycle):-

Sr. No.	Year of Operation	Period (Kms.)	Total Kms.
1	1st year (Excluding items covered in warranty)	0 - 85,000	85,000
2	2nd year (Excluding items covered in warranty)	85,001 - 1,70,000	85,000
3	3rd year (Excluding items covered in warranty)	1,70,001 - 2,40,000	70,000
4	4th year	2,40,001 - 3,00,000	60,000
5	5th year	3,00,001 - 3,60,000	60,000
6	6th year	3,60,001 - 4,20,000	60,000
7	7th year	4,20,001 - 4,80,000	60,000
8	8th year	4,80,001 - 5,40,000	60,000
9	9th year	5,40,001 - 6,00,000	60,000
10	10th year	6,00,001 - 6,60,000	60,000
11	11th year	6,60,001 - 7,20,000	60,000
12	12th year	7,20,001 - 7,80,000	60,000

Life cycle for Mini Buses:

Sr. No.	Year of Operation	Period (Kms.)	Total Kms.
1.	1st year (Excluding items covered in warranty)	0 - 60,000	60,000
2.	2nd year (Excluding items covered in warranty)	60,001 - 1,20,000	60,000
3.	3rd year (Excluding items covered in warranty)	1,20,001 - 1,70,000	50,000
4.	4th year	1,70,001 - 2,20,000	50,000
5.	5th year	2,20,001 - 2,70,000	50,000
6.	6th year	2,70,001 - 3,20,000	50,000
7.	7 th year	3,20,001 - 3,70,000	50,000
8.	8 th year	3,70,001 - 4,20,000	50,000
9.	9 th year	4,20,001 - 4,70,000	50,000
10.	10 th year	4,70,001 - 5,20,000	50,000

8. All supplies of spares for above AMC will be arranged by contractor by using his own resources including imports. The contractee shall pay for AMC in Indian rupees only.

9. Contractee may provide only space and other basic civil infrastructure as described in condition no. 5. Contractor shall be required to bear the expenditure towards cost of Electricity & water tax etc. Contractor shall be required to make own arrangement for Plant and Machinery, Tools, Jigs & Fixtures etc. required for proper Maintenance Services during Warranty and AMC period.

10. All payments relating to the Repair & Maintenance Work shall be made by contractee to contractor for which contractor shall submit bills every fortnightly for the kms. operated during this period contractee will make payment on ad-hoc basis to the contractor up to 25th of the same month and final bills for the whole month will be paid by 20th of the next month.

11. The contractor should ensure that under AMC the facility for maintaining buses should be provided at designated depots in various mentioned cities.

12. During the Repair & Maintenance work the contractor shall use the parts as below:

a- For mechanical repair & maintenance contractor shall use the original parts of manufacturer or O.E. suppliers or he may use parts supplied by A.S.R.T.U. Rate Contract firms and the old spare parts and unserviceable assemblies of the buses and AC Plant or sub assemblies shall be returned to respective depot stores.

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[Signature]

Partner

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- b- For Body repair & maintenance the contractor shall use the parts of reputed manufacturer, SAIL, RASTRIYA ISPAT NIGAM, TISCO, HINDALCO, BALCO/STERLITE, NALCO etc., ASRTU Rate Contract firms.
- c- Lubricants, Refrigerant, Coolant, Grease and other Oils must be used as per recommendation of manufacturer.
- d- Tyre, Tube, Flaps, tubeless tyres etc shall be fitted by contractors as per recommendation of vehicle manufacturer.
13. Fitness and related necessary body work & mechanical work will be sole responsibility of contractor for annual Fitness Certificate renewal (RTO passing).
14. CNG/Diesel will be provided by UPSRTC, record of which will be maintained by depots personnel.
15. Supervisors of the depots will carry out inspection of the maintenance & repair work done by contractor as per the standards/ norms of Vehicle manufacturer.
16. Supervisory staff of the contractee shall inspect all buses of the depots daily for Body condition, assemblies, spares and other accessories and if any of these is found lost/missing during repair & maintenance, contractor shall be held responsible for the said loss and amount of the loss will be recovered from the contractor. The amount of loss will be worked out by the Committee consisting of Service Manager, Asstt. Regional Manager (Depot) & Asstt. Regional Manager (Finance)/Asstt. Account Officer of UPSRTC or any such committee formed for the purpose by the contractee and the decision of the Committee in this regard shall be binding to the contractor.
17. Contractor shall carry out repair & maintenance work in such a way that the operation of total No. of schedules operated in the depot shall not be affected.
18. Contractee reserves the right to increase/decrease the number of schedules as well as replace the old buses by new buses & vice-a-verso as and when required.
19. The buses of the respective depot will be driven/ handled only by the personnel of contractor who have valid Heavy Driving License issued from RTO authorities. These buses will be driven by his personnel only for the purpose of attending to breakdown/ accident place and repair/ maintenance work within the depot premises or from depot to the place of breakdown/accident & back to the depots.
20. The depots shall allow contractor to use available workshop premises of the concerned depot only for the purpose of Maintenance/ repair work of contractee. The contractor shall ensure the use of these workshop premises properly and maintenance/repair of the same will be done by contractor. For any damages/loss to the workshop facilities, the contractor shall be held responsible and amount of the loss will be recovered from the contractor. The amount of loss will be worked out by the aforesaid committee and the decision of the Committee in this regard shall be binding to the contractor.
21. Latest technology Hand tools, Special Tools and Plant & Machinery required for Repair & Maintenance work will be brought in and used by contractor at his cost. In case of tubeless tyres, necessary plant & process (as per recommendation of vehicle manufacturer) shall be installed by contractor at its own cost. But Nitrogen gas tyre inflator plant shall be mandatory to be installed at every depot, as per work load, for inflating all types of tyres.
22. Prescribed speed control limits (as per provisions of CMVR/UPMV /Local laws) in contractee's vehicles will have to be maintained & checked from time to time by the contractor.
23. Contractor will be responsible for cleaning and washing of buses, washing of linen, curtains, spraying of room freshener and mosquito replant.
24. Any Kilometer required for testing of buses for any purpose will be verified by supervisor deputed by contractee.

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(ए.के. श्रीवास्तव)
मु.प्र.स. (ऑफिस)

25. Contractor shall employ mechanical & body staff for repair & maintenance at depot in line with Annexure-B attached herewith. However, contractor can keep staff depending upon the maintenance & repair work and increase/decrease in number of schedules of depot.

26. Contractor shall be obliged to establish & commence fully operational workshop at each agreed location in as many depots as decided by contractee with in a month's period from the date of signing of agreement, failing which contractee shall be free to penalize contractor @ Rs 1000/- per day per depot in a city. However valid reasons for delay shall be accounted for.

27. PENALTIES:

In case proper maintenance & repair work of any vehicle(s) is not done by contractor and consequently a bus is not put into its scheduled trip or the schedule is delayed cancelled/ results into breakdown as well as mechanical parameters are affected on this count, compensation thereof shall be paid by contractor to the contractee as per the decision taken by the Committee consisting of Asstt. Regional Manager, Senior Foreman and Senior Station Incharge of UPSRTC or any such committee formed for the purpose by the contractee, shall be liable to pay penalty as per details shown below herewith. Decision of committee shall be binding on contractor. The amount of penalty will be recovered from outstanding payment of the firm or from bank guarantee during warranty or annual maintenance period as the case may be.

(1). Penalty Due to Shortage of Buses per Shift-

The Bus wise AMC shall be on regular basis to ensure at least 95% availability of buses during first two year period and 92% availability after two year till AMC. Failure to arrange for an immediate repair/maintenance to keep prescribed percentage of availability, as the case, shall be liable for penalty of Rs. 500/- per shift per bus for big buses & Rs 250/- per shift per bus for mini buses. Availability means 30 minutes prior to schedule departure. Availability of 95%/92% will be calculated on monthly basis in number of days. For every Bus, a joint record will be maintained by the representatives of the contractee and the Contractor

(2). Penalty Due to Breakdown of Buses:

Contractor shall ensure such maintenance & upkeep of bus including tyres and body, so that there is no breakdown on this account. Still contractor shall make necessary arrangements such as online staff, Breakdown van etc so that in event of breakdown on road due to mechanical, Tyre, tube, flap failure (if it is due to poor upkeep or over usage beyond prescribed limit fixed by vehicle manufacturer recommendations) & body failures (due to poor upkeep resulting in failure) etc, are attended in shortest possible time period. In case of such breakdowns, penalty through recovery shall be imposed on contractor to the extent of curtailment of schedule kilometer at the rate(paid to the contractor) corresponding to category of bus, year slab.

There shall be no penalty in accidents due to fault of driver, relaxation of such Number of buses shall be adjusted for calculating 95% or 92% fleet availability. Similarly If the curtailed Km. is due to Tyre Puncture then there will be no penalty provided tyre, tube, flap life & condition is with in prescribed limit of UPSRTC, s(or contractee's) policy.

(3). Penalty Due to Poor Diesel Average of Buses:

Contractor shall ensure proper maintenance & upkeep of buses in such a way that buses achieve reasonable targeted diesel average. Six monthly targets for diesel average for different category of buses shall be fixed & communicated to service provider by Regional Service Manager keeping in view vehicle manufacturer's recommendation, local conditions and past experience. Monthly review of diesel average for different category of buses shall be done by the designated committee against target set. In case of shortfall, monthly prorata recovery for respective category of bus shall be made from service provider at prevalent rate of diesel

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supplies to UPSRTC (or contractee) up to the extent of 50%, keeping remaining onus on the drivers driving habits.

28. Zero tolerance for maintenance lapse:

Contractor shall not deviate from schedule maintenances as per recommendation of vehicle manufacturer. Any delinquency on the part of contractor shall not be tolerated. Repeated laxity on the part of contractor may lead to termination of contract after due notice.

The minimum time for the maintenance will be as follows:

- i) Minor defects, schedule maintenances except M-36/M32
 - 24 hours (for low floor & semi low floor buses)
 - 12 hours (for other category buses)
- ii) Major maintenance M-36/M32 and major defects such as failure of major assembly
 - 48 hours (for low floor & semi low floor buses)
 - 24 hours (for other category buses)
- iii) Vehicle require heavy mechanical/Body maintenance
 - 07 days
- iv) For accidental vehicles
 - Will be as decided by depot committee as per condition of bus

29. PAYMENT TERMS:

Prior to entering into Job Contract with UPSRTC for Repair & Maintenance work at various Locations as per details enlisted the contractor shall pay Security Deposit every year up to the end of contract i.e. in the form of Bank Guarantee in prescribe format to UPSRTC (OR CONTRACTEE) on the basis of 5% of the total Kms operated by depots in a year based on the rates per km. offered by the contractor.

The above Bank Guarantee will be from the date of beginning of contract and any claim/recovery remaining unsettled after expiry of the MoU/contract shall be deducted from the Bank Guarantee of the contractor. Decision of the Managing Director in this regard shall remain final & binding to the contractor. No interest on Bank Guarantee will be paid by UPSRTC (OR CONTRACTEE).


30. All payments relating to the Repair & Maintenance Work shall be made by UPSRTC (OR CONTRACTEE) to contractor for which contractor shall submit bills every fortnightly for the kms. operated during this period UPSRTC (OR CONTRACTEE) will make payment on ad-hoc basis to the contractor up to 25th of the same month and final bills for the whole month will be paid by 20th of the next month.

31. Electricity bills and cess, water/drainage charges of the depot will be payable by the contractor within the specified time limit of the bills/taxes during the contract period.

32. Contractor is responsible for Service Tax if any applicable against this MoU/Contract and same should be directly paid to concerned department timely by the contractor under

For SHYAMA SHYAM SERVICE CENTRE

Partner


S. K. श्रीवास्तव
मुद्राप्रमाण (मार्किंग)

33. The contractor shall have to appoint/keep qualified and efficient staff in line with ANNEXURE-B enclosed for the above repair & maintenance of buses and for that the contractor shall be responsible/liable to pay wages as per the prevailing rules of the law whatsoever. The UPSRTC(OR CONTRACTEE) shall in no way be responsible for any kind of payment or for any financial liabilities. The contractor shall have to take comprehensive insurance for all the staff and premises under the contract and shall have to produce the proof thereof till the contract is in force within a period of 15 days. It is further clarified that because of any accident/natural calamity if any injury caused or causality of the workman or damage to contractual property, the contractor shall be solely liable and responsible for the consequences of the same and there shall not be any responsibility on the part of the UPSRTC(OR CONTRACTEE).

Adequacy of staff shall have to strictly maintained so as to smoothly run the workshop activity. A rough criteria & guideline for staff strength shall be on the basis of prevailing UPSRTC(OR CONTRACTEE)'s norms, subject to automation in respective field. Non adherence to adequate staff strength to the satisfaction of Technical head of the region or any competent authority shall lead to termination of contract after due notice.

34. The contractor shall fulfill all the provisions of Rules and Regulation of the prevailing laws like Labour Laws, Industrial Dispute Act, Workman Compensation Act, Factory Act, and Motor Vehicles Act etc. Any dispute arising out of the prevailing laws the contractor shall be liable and responsible for the same.

35. The contractor shall not transfer, subcontract or assign this contract to any other party and if any change in the partnership of the firm takes place, prior approval of the UPSRTC(OR CONTRACTEE) will be taken.

36. The contractor shall keep the premises/places under contract in good/neat and clean and in good hygienic condition.

If any breach is committed then the UPSRTC(OR CONTRACTEE) shall have the right to terminate the contract without assigning any reason and also to recover the damages from the contractor.

37. Contractor shall obtain necessary License/Permit under the prevailing Law and also fulfill the provisions of Labour Laws and Industrial Dispute Acts for which any issues arising out of these provisions of Laws, the UPSRTC(OR CONTRACTEE) will not be liable & responsible for the same.

38. In the case of default on the part of contractor, UPSRTC(OR CONTRACTEE) reserves the right to terminate contract by giving 15 days advance notice. In such case, Security Deposit and Bank Guarantee of the contractor shall be forfeited by the UPSRTC(OR CONTRACTEE). In the case of formal termination of the contract, two months Notice can be given by contractor or UPSRTC(OR CONTRACTEE) as the case may be.

39. The Contract Period of the Tender shall be initially for five year and will be extendable by three years till end of AMC period. However extension period may vary as per requirement, policy of contractee and also subject to satisfactory performance/results of the working contractor.

40. If the contractor discontinue the contract without prior permission during the contract period, the bank guarantee deposit and out standing bills amount will be forfeited and any damages/loss arise due to discontinuing contract will be recovered from the contractor.

41. The contractor being a partnership firm, shall give in writing the confirmation to the effect that, all terms & conditions contained herein in this tender form shall be binding to all the partners of the firm. All partners of the contractor shall be responsible jointly and severely for any civil, criminal and other liabilities.

42. For any controversy or dispute arising out this work contract, legal jurisdiction shall be Lucknow Court only and not anywhere in the Country.

For SHYAMA SHYAM SERVICE CENTRE

Partner

34

(ए.के. शीयास्तव)
मुंअप्रप्र० (प्रार्थिक)

- 43. Managing Director UPSRTC reserves the right to alter no of Buses.
- 44. Any dispute arising out for in connection within agreement shall be referred to the sole arbitration of the Managing Director or his nominee not below the rank General Manager where decision shall be final binding both (Contractor and UPSRTC(OR CONTRACTEE)) subject to the provision of Arbitration & conciliation Act 1996.
- 45. Since UPSRTC being only para statal body, UPSRTC reserves the right to transfer role of contractee in future to any Special Purpose Vehicle (SPV) formed later on for continuing the contract as per the provisions of JhNURM scheme issued by Ministry of Urban Development and government of Uttar Pradesh. In such an event, all rights of contractee shall pass on to designated authority of such SPV. UPSRTC would not have any role whatsoever in further continuance or dealings in that case.

For SHYAMA SHYAM SERVICE CENTRE

SIGNATURE OF TENDERER
(WITH STAMP)

SIGNATURE OF CHIEF GENERAL MANAGER(TECH)
(WITH STAMP)

(ए.के. शिवशर्मा)
मुं०प्र०प्र० (प्रावि०)

Signed in the presence of following witnesses:-

1- Name- (निर्जान लुमार)
Designation- सेवा प्रबन्दा क

2- Name-----
Designation-----