

AGREEMENT

This Agreement is made on the _____, between M/s _____ registered under the Companies Act 1956 having its registered office _____ at _____

hereinafter called "The Supplier" on one part and Andhra Pradesh State Road Transport Corporation represented by Chief Mechanical Engineer (C&B) herein after called "The Corporation" which expression shall include the successors in office on the other part.

Whereas the Corporation has placed a Purchase Order No. _____, dt. _____ on M/s _____ for the supply of _____ nos. _____WB BS-VI with OBD II norm _____ chassis as per the specifications referred to in clause No. _____, herein on the following terms and conditions. After completion of this Purchase Order quantity, Corporation may place extension orders within the price validity period. It is hereby mutually agreed upon by and between the parties as follows:

1. QUOTATIONS: -

The supplier shall manufacture and supply the _____ bus chassis conforming to BS-VI OBD-II Emission Standards to the Corporation strictly as per the Technical specifications as in clause No.2. These chassis shall be supplied at the following net prices per chassis of BS-VI OBD II model.

Sl.no	Chassis Description	Quantity	Net Landing Price in Rs.
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The net landing price shown above is inclusive of GST. These chassis shall be delivered at new vehicle yard, Vidyadharapuram, Vijayawada or at the premises of bus body builders located in AP, Telangana or Karnataka, as per the schedule communicated by the Corporation after attending the PDI and other defects etc. The delivery schedule indicated for the month is to be strictly adhered to.

2. SPECIFICATIONS:

The chassis shall be supplied in accordance with the Specifications mentioned in the Annexure-A attached to this Purchase Order. Any change in the Specifications laid down, will be made only after mutual discussions and after written confirmation.

3. PRICE:

- i. Price indicated above is inclusive of GST, Transportation and any other charges. The chassis shall be delivered to APSRTC at new vehicle yard, Vidyadharapuram, Vijayawada or at the premises of bus body builders located in AP, Telangana or Karnataka or any other state where the supplier has dealer network and as specified in the schedule
- ii. If any down ward revision in the rate of statutory levies, taxes, the same shall be applicable to the supplies made to the APSRTC from the date of such revision takes place.
- iii. The present approved net landing price per chassis for the above model is as indicated in point (1). The price indicated in the table is inclusive of GST, T/R and transportation charges etc., i.e. net landing price at vehicle yard, Vidyadharapuram, Vijayawada, or at any other place as specified.
- iv. The supplier is responsible for adherence of chassis supplied as per the mandatory provisions in CMVR notified from time to time.
- v. The price is valid up to 31.12.2024 or till delivery of all chassis whichever is later.
- vi. The supplier shall however produce original invoice indicating the price of

chassis and the amount of taxes paid thereon. The applicable changes, if any, in the tax structure and Government levies so imposed by the Government of India/Government of AP shall be communicated by the _____ to this office along with the necessary notification and internal Auditor's Certificate incorporating the above change so as to enable to get it approved from the Competent Authority.

- vii. The net landing price inclusive of GST will remain firm during the tenure of contract i.e. till _____ or till the end of tender quantity whichever is later and no price variation in basic price will be allowed during the tenure of contract. The increase in GST and other taxes if any, on account of Govt. levies will only be accepted, subject to receipt of documentary evidences where as if delay occurs on the side of supplier with reference to the schedule, the hike will not be borne by APSRTC but if any downward revision in levies, the same only will be paid. The change if any in upward side on part of levies/taxes, it will be made applicable only after issue of separate circular from this office. However, the firm shall not stop the supplies for the want of amendment from this office to this effect. Any change in CMVR/APMV regulations in the form of modifications, additions/fitment, the same shall be incorporated in the chassis at mutually agreed additional cost subject to production of Invoice or Purchase Order copy.
- viii. In the event of any additional facility or benefit extended during the contract period by other supplier at no extra cost, the same shall be automatically binding on another chassis supplier if on contract.
- ix. Payment will be made against the proof as per the GST terms.
- x. Any privileges offered by the the suppliers shall be in the form of cash discount only.

4. PAYMENT:

The Corporation will arrange payment for the chassis procured through RTGS/NEFT only. The supplier should give their RTGS/NEFT details along with the invoices.

The procedure for payment will be as follows:

- i. After completion of the preliminary inspection, the supplier shall submit the chassis invoices and hand over the chassis to the AME(C&B)/APSRTC, or his representative after carrying out PDI at their end.
- ii. Before actual delivery of chassis, the supplier should give intimation to AME(C&B) stating number and the date on which chassis will be supplied. This intimation should be given well in advance so that the AME(C&B) can

plan for inspection of chassis and his production planning for bus body building.

- iii. The delivery of chassis should accompany the delivery challans in six copies. The delivery challans should indicate the details, regarding chassis number, engine number, the name of authorized dealer, the accessories accompanying the chassis and all the relevant details which are essential for verification of correct receipt of chassis. The Officer in charge of chassis inspection will acknowledge all the 6 challans with his remarks if any, and dispatch 2 copies of the acknowledged challans to the supplier. On inspection of chassis, if any major work has to be attended to the chassis, AME(C&B) will reject the chassis at this stage and return chassis on gate pass. Such returned chassis should be deleted from delivery challan prepared earlier. The fresh delivery challan should be prepared when the said chassis returned after rectification. The chassis supplied for fully built bus fabrication shall be in complete fit condition for undergoing body fabrication works.
- iv. On receipt of the above challan, the supplier shall submit the final bill/invoice in the name of the VC&MD, APSRTC, RTC House, Vijayawada giving all the relevant details of the chassis supplied accompanied by the first copy of the acknowledged delivery challan received by the supplier from AME(C&B) in respect of the chassis mentioned in the bill/invoice, in order to enable the Corporation to make the payment for the chassis supplied. The bills/invoices should be submitted in triplicate. The bills shall necessarily be accompanied by principal invoice in duplicate.
- v. The original sales invoice with two photo copies to be directly submitted to this Office.
- vi. The payment of chassis will be made within 90 days from the date of acceptance of chassis against the invoice/challan produced at Head Office, APSRTC, Vijayawada or receipt of delivery challan or receipt of bill whichever is later. The invoice of chassis shall be submitted to this office directly. If the chassis indicated in the invoices is/are not accepted during inspection and return back for rectification, the same should be deleted from the invoice/challan. If the same chassis are supplied after rectification, it should be supplied under fresh invoice and challan for inspection.
- vii. The payment of chassis will be made subject to known recoveries by way of liquidated damages or any other charges from the date of final acceptance of the chassis and on submission of all the documents.
- viii. Penalty will be levied for the delay in delivery of chassis as per chassis delivery schedule @0.1% per week of the chassis net cost subject to max. 5%. Part of the week will be considered as one week.

- ix. APSRTC will pay interest @ 8% per annum for the delayed period in the event of failure of payment within 90 days from date of acceptance of the chassis.

5. SECURITY DEPOSIT:

- i. Security Deposit amount equivalent to 5% of purchase order towards performance guarantee for the chassis supplied shall be submitted with a validity for a period equivalent to warranty period plus 3 months from the date of final acceptance of last chassis. The EMD amount of Rs._____ will be converted as Security Deposit. The balance amount of Security Deposit can be in the form of DD/ Bank Guarantee.
- ii. The Security Deposit will be refunded after completion of warranty period of the last chassis supplied and after settlement of all claims if any.
- iii. If the supplier fails to complete the supplies as per the terms and conditions of the Purchase Order or in case of breach of Agreement or in case of non-settlement of claims the Security Deposit will be forfeited either in full or in part.
- iv. If the Security Deposit is recovered, the same shall be recouped by the supplier or the same will be recouped from the on-hand bills of the supplier.
- v. SD shall be submitted through DD or NEFT/RTGS transfer or in the form of BG.
- vi. The Security Deposit does not carry any interest.

6. WARRANTY:

- i. The chassis offered should be covered under manufacturer's warranty commences from the date of final acceptance of chassis and submission of all required documents.
- ii. The unconditional warranty shall be commenced from the date of acceptance of chassis. The Chassis, Engine, EATS module, gear box, propeller shaft, front axle, rear axle & differential shall be covered under unconditional warranty of min. of 2 years or 3.0 lakh kms of operation whichever is later from date of commencement of warranty.
- iii. Warranty for Batteries, Electrical items like Self Starter & Alternator and FIP & its related components will be as per the original manufacturer's warranty policy. Warranty shall be unconditional in respect of the consumable spares and oil (engine oil, filters, radiator coolants, etc.)

- iv. The supplier shall supply chassis under this contract as new, unused and of most recent model and shall have incorporated all recent amendments in CMVR/APMVR/ AIS, as applicable on date of supply of chassis.
- v. **PDI Servicing:** Although the chassis are charged ex. works/ex. Regional Sales Officer (RSO), the chassis shall be attended for PDI and brought from ex. works/RSO, as per given schedule before inspection. The supplier shall also attend to all defects and deficiencies pointed out by inspecting officer during the course of inspection of chassis.
- vi. Any premature failure of aggregates/sub-assemblies of the chassis within the warranty period shall be replaced/attended at free of cost within 15 days.

7. PRICE VALIDITY:

- i. Initially the offer is valid up to 31.12.2024 for the tendered quantity and the supplier has to extend the validity of the offer till the completion of supplies against the Purchase Order. No increase in the rate will be entertained on any account during the period of execution of the Purchase Order except statutory price revisions.
- ii. The offer should be open to place order for additional requirement, if any over and above the ordered quantity on mutual consent.

8. DELIVERY SCHEDULE:

- i. The supplier has to supply the order quantity as per the delivery schedule furnished by the Corporation. However, APSRTC reserves the right to make changes in the given delivery schedule and also right to cancel/increase or decrease the quantity of chassis ordered.
- ii. Maximum lead time allowed for supply of chassis is Sixty (60) days from the date of issue of Purchase Order.
- iii. All the chassis delivered shall have individual invoices.
- iv. Chassis invoices and other documents for Registration are to be submitted along with chassis.
- v. A detailed specifications and data required have to be submitted in soft copy in the required format.

9. DEVIATIONS AND DEFICIENCIES:

The deviations and deficiencies noticed on the chassis during inspection shall be attended by the supplier or their Dealer within one week from the date of

intimation of the defects in chassis to the supplier.

10. RISK PURCHASE CLAUSE:

- i. If supplies are not made as per the delivery schedule prescribed or revised delivery schedule intimated by the Corporation, the Corporation will purchase such requirements from any other available source and any extra expenditure incurred thereof will be recovered from the supplier's bills due for payment or from the Security Deposit. Further the defaulted supplier has to reimburse all the liquidated damages/losses arising due to non-fulfilment of contractual obligations (limited to Security Deposit value).
- ii. Each Unit/product/assembly should meet the specific requirements/specifications as prescribed in the Tender. If the supplies do not confirm to the specifications/samples and if the supplies are not affected as per delivery schedule, the APSRTC reserves the right to black list the firm besides imposing the penalty.

11. Force Majeure:

- i. The force majeure events beyond control of the supplier which shall include any events beyond the control of the Supplier and not involving the manufacturer fault or negligence and not foreseeable. Such events may include, but are not restricted to, the acts of God, acts of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes etc., which makes the the supplier impossible to comply the time schedule.
- ii. In such case the supplier shall represent the force majeure event of its impossible to comply the time schedule, in writing to the authority within 15 days of occurrence of the force majeure event, based on which authority will revise the delivery schedule accordingly.

12. Chassis and the sub-assemblies especially tyres & batteries supplied should not be older than 6 (six) months from the date of delivery.

13. Chassis shall meet the mandatory requirements such as OBD-II, EVSC, tyres etc., as on date of delivery. If the delay in accepting chassis is on account of APSRTC, the delay period will be exempted for this clause.

14. Fabrication of Bus Bodies: Fabrication of bus bodies on BS VI (OBD-II)

chassis as per APSRTC specification is first time. Hence, on the request of APSRTC the OEM shall depute their technical team, during the fabrication of first bus of each type, to the bus body builder site to sort out any issue related to chassis.

15. MAINTENANCE OF BUSES:

Before the delivery of the chassis, the supplier shall furnish maintenance instructions together with the detailed drawing and specification of spares and units, electrical network diagram etc, sufficient details to enable the APSRTC staff to operate the buses built on these chassis in a smooth and trouble free manner and to maintain, dismantle, reassemble, recondition and adjust all the parts of units.

The supplier shall also furnish the maintenance schedule for preventive maintenance of the chassis. The chassis shall not be considered as taken over by the APSRTC until technical data book and coloured wall charts of the major units, showing the assembly, details of engine, gear box, rear axle, front axle, and clutch are supplied. The coloured wall charts copy each three sets per depot have to be supplied on FOC basis to the APSRTC.

16. TRAINING TO STAFF:

The supplier shall arrange training to the Operating & Technical staff, Supervisors and Managers as required for operation and maintenance of the buses from time to time at all the concerned Depots/Zonal Training colleges/Zonal Work Shops at free of cost as per the existing procedure.

15. DECLARATION:

During tender validity period, the supplier shall not supply BS-VI OBD II norm single deck chassis of the models quoted to APSRTC to any customer at a rate lesser than the rate agreed to APSRTC against the Tender No. APSRTC/C&B-01/2023-24-MED, dt.06.06.2023. In the event of supplying the chassis at the rates lesser than the agreed rate in this tender to anybody, the supplier agrees to reimburse the difference of amount to APSRTC.

16. GENERAL:

- i. The Corporation has discretion to alter the Purchase Order quantity based on its requirement.
- ii. The list of spares required to maintain these buses shall be provided along with

details of cost and addresses of OE suppliers. Also, the percentage of discount offered on the List price and the periodicity of the revision to be specified.

- iii. The supplier has to stock and supply spare parts within 48 Hrs of indent placed by the Corporation in case of VOR (Vehicle going off-road).
- iv. The supplier has to provide details regarding requirement of sub-assemblies/float items per one lakh KMs of operation, normal life period of these items, intervals in terms of KMs for replacement/overhauling. Approximate cost of overhauling shall also be provided.
- v. The supplier should depute one technical representative to supervise and guide during Bus body fabrication based on mutual discussion.
- vi. The supplier shall supply catalogues in English of particular model, which should include operator's instructions, workshop manual, spare parts catalogue and technical hand book. The workshop manual, spare parts catalogue & technical hand book can be supplied in soft copy/hard copy and the Operators manual shall be supplied in hard copy.
- vii. The supplier has to provide necessary technical information regarding preventive maintenance of the vehicle from time to time.
- viii. The supplier shall provide necessary training to bus body fabricators on the precautions to be taken to overcome the problems related to wiring harness, brake pipe lines and the necessity of the protection guards covering the major units etc.
- ix. **Tech/Diagnostic Tool:** The supplier shall supply one Technical/Diagnostic tool for every 10 vehicles or minimum one for each depot for which BS-VI (OBD II norms) chassis was deployed, whichever maximum.
- x. *The supplier agrees that the Tech/Diagnostic tool software will be updated/upgraded at FOC as and when the software is upgraded/upgraded.*

17. SETTLEMENT OF DISPUTES:

All disputes or litigations related to this Agreement are subject to jurisdiction of Vijayawada and High Court of AP.

In witness where of Sri _____ Chief Mechanical Engineer(C&B), Andhra Pradesh State Road Transport Corporation and Sri

_____ of M/s _____ hither to affixed their signatures on the date and year herein above written in the presence of the following:

For the APSRTC

For the M/s

WITNESS ON BEHALF OF APSRTC

NAME

DESIGNATION

SIGNATURE WITH DATE

1.

2.

WITNESS ON BEHALF OF M/S

NAME & ADDRESS

SIGNATURE WITH DATE

1.

2.