

DAV UNIVERSITY, JALANDHAR

TERMS AND CONDITIONS FOR BUS SERVICE PROVIDER

A. SCOPE OF WORK

1. The University needs to hire buses on contract and on monthly rent (payment) basis some buses to carry and transport students, staff, teachers and other *karmcharis* on various routes in and around **Jalandhar, Gurdaspur, Hoshiarpur-Haryana Punga, Kapurthala, Amritsar, Kartarpur, Ludhiana, Miyani, Bhulath-Bagowal, Local within around 18km.**

The bus service provider has to provide buses and staff to ply these buses on various routes and these Drivers and conductors of the buses will be the sole responsibility of the contractor. The number of buses required for this purpose will range from 10 to 15. These buses are required for the full academic session 2018-19. The University, if necessary, can ask for additional buses in excess of the number mentioned above as and when required on the same rate and terms & conditions. The sitting capacity of buses may vary from 17 to 55 seaters as per the requirement of the University.

B. GENERAL CONDITIONS

1. The tender form should be filled up in all respects & no column should be left blank. Each page of the tender document including the pages containing the terms & conditions should be signed by the bidders. **Annexure B** should be filled and signed in full along with application Fee Rs 500/-
2. The Bidder must have minimum one year of experience in providing buses and services to schools/ colleges/ engineering colleges/ universities on annual services contract basis.
3. Tender in prescribed form along with an EMD (as per detailed below) in the form of a demand draft favouring **REGISTRAR, DAV UNIVERSITY** payable at Jalandhar along with profile of the tenderer and with the support documents in a sealed cover by the date prescribed.

Sr No	Particulars	EMD Amount (Rs.)
1	Per Bus EMD	15,000/- Per Bus.

4. It will be the sole discretion of the DAV University either to accept or to reject any or all the bids submitted by the contractor, without assigning any reason whatsoever, and its decision shall be final and binding to the all the bidders.
5. The contractor must be registered with EPF, ESI and Service Tax Departments and if not registered should register within one month of award of contract and comply all statutory requirements.
6. A documentary proof should be submitted by the bidder as regards to experience where the bidder has previously worked.
7. The buses and the other employed staff for running the contracted buses will be the sole responsibility of the contractor. The staff employed to ply these buses shall be deemed to be the employees of the said Bidders/ contractor. The University shall not be responsible for any of the statutory liabilities or otherwise under any law that may arise concerning services of drivers and conductors provided by the said Bidder. If any statutory liability regarding buses or its passengers/

occupants such as students, teachers, staff during plying of the buses or the third party liabilities arising out of any reason or is imposed on DAV University by any law in force or as result of civil/criminal suit, the same shall be borne by the contractor.

8. The contractor will be responsible for compliance with all the laws and regulations pertaining to plying of buses on road, safety of its passengers, traffic rules and laws under motor vehicle act, insurance of buses, insurance of the passengers /occupants and third party liabilities while plying on the road or otherwise.

C. SPECIAL CONDITIONS

1. These buses shall be purchased and owned by the contractor with no financial liability of the University towards the purchase or co-lateral security, interest or mortgage payments.
2. The workers such as drivers and conductors hired for plying these buses will be hired by the contractor and their salary paid to them by the contractor. The University will not pay any salary to any of the driver/ conductor employed by the contractor. These workers will have no claim or right for employment in the University.
3. The contractor will be responsible for the payment of insurance of the buses, insurance of the drivers and other employed staff, road tax, state tax and all other such applicable taxes.
4. All drivers must have valid license for heavy commercial vehicles and minimum 5 years of experience of driving. One copy of the license, medical certificate with valid residence proof of the drivers/conductors shall be deposited with University.
5. A copy of buses Registrations, *not earlier than 2011*& insurance should be deposited with University before the start of operation of the contract and plying of buses.
6. These buses are hired for one academic session and the contract is renewable for 5 years subject to satisfactory performance and services without disputes. Any dispute arising will be subject to Jalandhar jurisdiction.
7. The employees of the contractors must be paid minimum wages as per minimum wages act by the contractor and their other liabilities of PF; ESI etc. should be borne by the contractor before the 5th of every month.
9. All the civil, criminal liabilities and decrees awarded by the court of law or under any law of the land shall be sole responsibility and shall be borne by the contractor, the insurer under all circumstances with no civil or criminal suits or liabilities against the University or any of its officer as a result of any negligence on the part of driver, conductor of the buses.
10. The contractor has to comply with all the Guidelines/Rules as framed by Government/High Courts/Supreme Court time to time which will be provided by the University to the service provider.
11. Buses should not be older more than the year 2011.

D. BILLS AND PAYMENTS

1. The payment of bills received upto 10th of every month will be paid by 21st of the same month and bills received after 10th and upto 25th will be paid by 7th of the next month.
2. No advance or credit will be given to the staff of the contractor
3. No bonus/special allowance/uniform allowance will be paid to the contractor.
4. Rates should be inclusive of GST and all other taxes.

E. DISPUTE SETTLEMENT

In the event of the any dispute with regard to any of the term(s) and/or conditions of this agreement, the same shall be referred to the Vice-Chancellor as sole arbitrator and its decision thereon shall be final and binding on both the parties. This is subject to jurisdiction of Jalandhar.

F. PENALTY CLAUSE

If the contractor is not able to provide services as per the contract, appropriate fines will be levied on the contractor by the University.

G. GENERAL CONDITIONS

1. The University reserves the right to accept or reject any/ all offers without assigning any reason thereof.
2. Any conditional offer is liable to be rejected.
3. Any correction in the tender document without signature of the contractor will not be considered.
4. The University has right to make alterations in the work schedule/timing of the buses. .
5. The University Administration has the right to terminate the contract before the expiry of its term in case it is felt that our performance under this work order is not up to the standard.
6. The University has a right to get the work done through some other contractor or by engaging other workers and the remuneration of such workers/Contractor may be paid by way of deduction from the original contractor's monthly bill or from the EMD amount if the performance of work of the original contractor is not found to be as per specifications contained in the tender work order or as per instructions.

I/We have carefully read the above terms and conditions, have satisfied ourselves of the meaning implied therein and after fully understanding all the implications of these conditions, I/we agree them without any reservation and undertake to abide by them fully and unconditionally.

(Signature of the Contractor)
with Seal
Date: