

## **SCOPE OF WORK:**

## **Annexure - 1**

Providing the service of transport to pick and drop of students & any other work assigned from time to time by the Head of DAV RGTPP Public School, Thermal Colony, Khedar.

### **GENERAL TERMS AND CONDITIONS OF CONTRACT :-**

1. The transporter will adhere to the prescribed routes and the school timing, which will be given by the school authorities to winter and summer sessions. The change of extension of the router will be within the rights of the School authorities.
2. The transporter, shall be solely be responsible for the employment of driver for paying the salaries and allowances and for the contract of such staff and also for all operational incidental expenses and maintenance costs of the bus provided for the school use.
3. The transporter shall provide school authorities with good quality bus (having 17 +1 seats) free from mechanical defects and should not be older than 2015.
4. The School shall provide an assistant on the bus while on school duty who will be responsible for the safety of the students in course of bus service.
5. The transporter shall adhere in the direction given by the Supreme Court and the provisions of the relevant of transport act/rules regarding the buses and their maintenance at their cost. Any default on their part will be liable to serious action.
6. The transporters shall give an undertaking to the school at beginning of every month that the buses supplied by them and the qualification, experience etc. of driver in conformity with Act/Rules/Supreme court guidelines.
7. It will be the responsibility of the transporter to take and adequate precautions for safety of the student of the bus. They will be responsible for any negligence on the part of driver etc.
8. The transporter shall be responsible and liable for all police challans, fines and claims arising out of accidents or otherwise. The school authority will bear no responsibility whatever in such matters.
9. The bus will be required to run each day comprising of moving trips from first pick up point to school and second trip in the day as per school timing from school to last drop off point on the route the mileage will be reckoned between first pick up point to the school and from school to last drop point only.
10. In case of breakdown the transporter will be responsible for transporting the students / staff to school in the time at their own expenses or provide alternative transport. In time, failing which penalty of Rs.1500/- besides actual expenditure incurred on making alternative arrangement shall be charge.
11. The penalties will be recovered and deducted from the transporter bill. The School authorities decision in levying of penalty charges will be final.
12. The transporter shall be responsible for all expenses to run the bus including the provisions of alternative transport in case of breakdown or failure.
13. The transporter shall provide a free trip to the students with in once a year during school hours.
14. The contract can be terminated by the school authority on the following ground at 24 hours notices.
  - (a) Misbehaviour on the part of conductor / driver.
  - (b) The bus service being in sufficient and in an erratic Manner causing inconvenience to the students and their guardians

(c) The daily bus service being not regular and used for personal gains by the transporter.

(d) The bus is changed without the prior permission of the school authority.

(e) Founding any incompleteness of Documents of inefficiency of services.

15. The School authorities decision in item (a, b, c, d & e) shall be final.

16. That the initial duration of the contract shall be from 01.07.2026 to 31.05.2027, which can be extended for further period of 3 months excluding June 2027 on the same rates, terms and conditions. Further, if the school remains closed for more than a week in any month for any reason then payment shall be made to the contractor on pro rata basis for that month.

17. Contract / Agreement can be terminated by first party anytime without assigned any reason.

**18. Mode of payment :** Payment shall be released by DAV RGTPP Public School, Thermal Colony Khedar, Hisar by RTGS /NEFT /CHEQUE. for payment through RTGS/ NEFT/CHEQE , the firm will provide complete bank details name of Bank/Branch/ Account number, type of account ,IFSC code etc. to DAV RGTPP Public School, Thermal colony Khedar, Hisar

**19. Statutory deductions:** statutory deduction on account of income tax, GST, TDS etc. including Surcharge Shall be made at source from the bills of contractor at the rates as applicable at the time of execution of contract.

20. The firm shall ensure strict compliance of COVID-19 guideline to avoid the spread of COVID-19 In case if school will remain close due to COVID-19 or any other pandemic then **no payment will be made for that particular period.**

**21. Force Majeure:-** The delay in the completion of work may be treated as force majeure to the contract only if:-

The delay is resulted from any cause arising out of compliance with regulations, orders or instructions of the central or State Government, act's of God, acts of Civil and military, authorities, fire, floods, strikes, lockouts, freight embargoes , War risk riots and civil commotion.

**22. Arbitration:** All the disputes and/or claims arising out of and/or concerning and /or in connection or in consequences or relating to this contract whether or not obligation of either or both parties under the contract the subsisting at the time of such disputes and whether or not this contract has been terminated or purported to be terminated or completed shall be referred to the sole arbitration of Chairman/Manager DAV RGTPP Public School or an officer appointed by the Chairman/Manager as his nominees. The award of the arbitrator shall be final and binding on the parties to this contract . Arbitration proceedings under this clause shall be governed by the provisions of Arbitration and Conciliation Act-1996 and the rules there under, with any statutory modifications thereof for the time being in force.

**23. Jurisdiction of Courts :** In case of any dispute arise then the jurisdiction will be at district court Hisar.

#### **24. Mileage of the Bus**

The mileage of the bus may be checked by the representative of DAV RGTPP School at any time from the approved testing agency. For this, the owner may be asked to submit a meter calibration report during the period of contract.

#### **25. Log Books**

The daily log book of the bus will be filled by the vehicle officer in-charge, and the driver will ensure that the log books are properly filled. The log books can be counter-checked by any representative of DAV RGTPP Public School.

**26. Penalty :-**

**A.** If the quality of the work is not up to the satisfaction or there is delay in attending of jobs or any other irregularities observed, the penalty of 3 % of the monthly bill charges may be levied on the firm/agency for each of default in addition to pro-rata equivalent deduction on monthly basis.

**B.** In case of emergencies a suitable substitute for any of the deployed staff (i.e. Driver as agreed by the Officer in charge may be allowed but requests should be limited.

1.

Signature .....

Name & Address .....

Name .....

Signature .....

Designation .....

**(For and on behalf of the School)**

**(For and on behalf of the School)**

2.

Signature .....

**Witnesses :**

Name .....

Name & Address .....

Designation .....

Signature .....

**(For and on behalf of the Owner/Company)**

**(For and on behalf of the Owner/Company)**

## RATE QUOTING SHEET

Sr. No.	Description	Name of the Party
1	Bus/any other convenient vehicle ( 17 Seater)	M/s**** Address**** (Mob. 762***2552).
2	Rates offered by the parties (Fixed rate UPTO 1500KM Per months )	Rs.----/- Per Month
3	Rates offered by the parties (Variable rate per KM beyond 1500 KM.)	Rs. ----/- Per KM

**Documents Required :-**

1. RC
2. Route Permit
3. Vehicle Pollution Certificate
4. Insurance
5. Speed Governer
6. DL ( Heavy Licence) with minimum two year Experience.
7. Fitness Certificate.