D.A.V. Public School, Kailash Hills

Near 'C' Block Market, Kailash Hills, East of Kailash, New Delhi-110065.

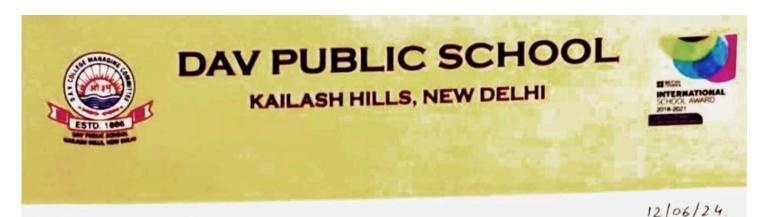
T<u>ENDER NOTICE</u>

Sealed tenders in 2 bids system are invited from reputed transporters for plying buses for transportation of school students from various areas of Delhi on the terms and conditions mentioned in the Tender. Tender forms, available on the school website. Last date of submission of Tender/ Bid in the School Office is 14-06-2024 up to 11 AM.

Tender terms and conditions can also be downloaded from School website : www.davkailashhills.com

MANAGER





Ref. No. DAVPSKHI 24 - 25/22166 U/a

Subject: Tender for hiring of buses on 6 routes on outsourcing basis for 11 months.

Sir,

Sealed bids, in two bids systems, are invited for hiring of buses on 6 routes on outsourcing basis at DAV Public School, Kailash Hills, New Delhi as per enclosed description. Bidders are requested to go through all the terms and conditions of the tender before submitting the bids and check the routes physically on which they are submitting the tender. The price quoted must include all the taxes applicable and shall be final. Safety, security of the students during boarding, alighting, handover, pickup shall be sole responsibility of the contractor/bidder as well as his driver/conductor, violation of which may attract criminal liability as well as other action as deemed fit by the school authority. No extra payment shall be made than the bid price quoted by the bidder in the financial bid. Number of buses/routes are tentative and are subject to increase or decrease, as per the requirement of the school. Routes are also subject to change/diversion /divert/merge/modify as per the availability of the students and discretion of the school authority. It is very clear to all the bidder that there may be modification /increase /charge up to 10 KM in the route published. Hence the bidder must quote the rates strictly keeping in mind all these facts.

The bids must reach to this office by Date 14.06.2024 upto time 11.00 AM. The bids will be open on the same date at DAV Public School, Kailash Hills, New Delhi 12.00 PM or after scrutiny of the technical bids. First technical bid shall be opened and thereafter financial bid of qualified bidders. In case, date is declared a public holiday, bids shall be submitted and opened till and on the next working day at the given time & place.



MANAGED BY - DAY COLLEGE MANAGING COMMITTEE, CHITRA GUPTA ROAD, DELHI

Address: DAV Public School, Kailash Hills, near 'C' Block Market, East of Kailash, New Delhi-110065 Phone: 011-26842283 Fax: 011-26919041 E-mail: davkhills@hotmail.com Website: www.davkailashhills.com

SCHOOL BUS ROUTES(2024-25)

Route No.	Morning	Afternoon	Distance (one side)
2	Giri Nagar, Govidpuri, (Gali No 1-13) Pooja Masala DDA flats (Reliance) Tuglakabad, Tughlakabad Extn	Tughlakabad Extn, Tuglakabad, DDA (Reliance), Pooja Masala, Govind puri Gali No (1-13), Giri Nagar	8 km
3	Police station kalkaji Chirag Delhi , saket Bikaner Sweets, Shelkh Sarai petrol pump,Pushpa Bhawan, Virat Cinema, Dakshin Puri (Mother dairy Kali Building) Tigri More Batra , Hamdard (Sangam Vihar), Ravidas Mandir, Tara Apartment, Tuglakabad (Red Light)	police station kalkaji Chirag Delhi , saket Bikaner Sweets, SheIkh Sarai petrol pump, Pushpa Bhawan, Virat Cinema, Dakshin Puri (Mother dairy Kali Building) Tigri More Batra , Hamdard (Sangam Vihar), Ravidas Mandir, Tara Apartment, Tuglakabad (Red Light)	9 km
5	Police station kalkaji Chirag Delhi , saket Bikaner Sweets, Shelkh Sarai petrol pump,Pushpa Bhawan, Virat Cinema, Dakshin Puri (Mother dairy Kali Building) Tigri More Batra , Hamdard (Sangam Vihar), Ravidas Mandir, Tara Apartment, Tuglakabad (Red Light)	police station kalkaji Chirag Delhi , saket Bikaner Sweets, SheIkh Sarai petrol pump, Pushpa Bhawan, Virat Cinema, Dakshin Puri (Mother dairy Kali Building) Tigri More Batra , Hamdard (Sangam Vihar), Ravidas Mandir, Tara Apartment, Tuglakabad (Red Light)	9 km
6	Masjid Moth, Shiv Mandir (Ansal Plaza), Kotla, Andrews Ganj	Andrews Ganj, Kotla, Shiv Mandir (Ansal Plaza) Masjid Moth	6 km
7	Molarband School, meethapurChowk, Molarband Gaon Jaitpur More, Pehlad Pur,Shiv Mandir, Vishkarma Colony Tekhand, C Lal Chowk	C Lal Chowk , Tekhand, Vishkarma Colony, Shiv Mandir Pehladpur, Jaitpur More, Molarband Gaon, Meethapur Gaon Meethapur Chowk, Molarband School	16 km
8	Lohia Pul, Raj Model School, Durga Mandir, Jaitpur, Tanki Road, Badarpur, Ntpc Gate, Ali Gaon , Metro Station (Haldiram)	Metro Station (Haldiram), Ali Gaon, Ntpc Gate, Badarpur, Tanki Road, Jaitpur, Durga Mandir, Raj Model School Lohia Pul	15 km

D.A.V. Public School, Kailash Hills, East of Kailash, New Delhi-65

TERMS AND CONDITIONS OF THE TENDER FOR THE AWARD OF ANNUAL CONTRACT FOR 11 MONTHS HIRING OF CNG BUSES BY D.A.V. Public School, Kailash Hills, New Delhi FOR TRANSPORTATION OF STUDENTS.

- 1. Sealed tenders in two bidding systems are invited for hiring. CNG Buses having seating capacity of 40 / 52 persons for ferrying students for D.A.V. Public School, Kailash Hills for a period of 11 Months on regular basis. Bids are invited to hire the buses on 6 routes. <u>The bid must reach to this office on or before 14.06.2024 bv 11.00 AM.</u> The bidders are advised to study the terms and conditions of tender thoroughly.
- 2. The Contractor shall submit a copy of RC's for 6 Buses which are in the name of individual or company, as a primary requirement to participate in this tender.
- 3. <u>The contract shall be for 11 Months only, July 2024 to May 2025 and the</u> <u>contract can be extended till the finalization of new Contract, with the</u> <u>approval of competent authority.</u>
- 4. Separate envelopes should be used and submitted for Technical Bid and for the Financial Bid.
- 5. The word "Technical Bid/ Financial Bid for the award of contract for hiring of buses" may be super scribed on the envelope. Both the sealed envelopes may be enclosed in a bigger cover/envelope which should also be sealed and duly super scribed with "Bid for the award of contract for hiring of Buses".
- 6. <u>The Bidder / Contractor shall provide 3 Trips of each bus</u> <u>complimentary/free of cost of any amount as decided by the school for the</u> <u>student's picnic in Delhi /NCR.</u>
- 7. The Tender notice is for hiring of buses to run on 6 routes as decided by the School/ Committee. For that route, no claim/ right/ protest for awarding a contract by any firm/Bidder is admissible.
- 8. The Technical Bid will be opened first on the same day/ last date of submission of bid at 11.00 AM by the Tender Committee, at D.A.V. Public School, Kailash Hills, New Delhi in the presence of bidders/representatives of the bidders. The Financial Bid will be opened after scrutiny of technical bid. The Financial Bid of only those firms who qualify in technical bid.
- 9. The bidding firm will have to submit application fees @ Rs. 500/- (Non-refundable for eachbus) in the shape of A/c Payee Demand Draft in favor

of D.A.V Public School, Kailash Hills, New Delhi at the time of submission of tender. In case the firm fails to attach the draft of application fees, the bid shall be rejected.

- 10. The bid of only those firms will be entertained who deposit the Earnest Money Deposit of Rs. 10,000/-per Bus in the shape of A/c Payee Demand Draft, in favor of DAV Public School, Kailash Hills, New Delhi payable at Delhi without which tender will not be considered. The bidder will indicate the number of buses (CNG Buses) offered for hiring by him/her. No interest is payable on EMD amount and the EMD should be valid for 45 days beyond the bid validity.
- 11.Bid Security/EMD offered by the bidder will indicate Nos. of CNG Buses to be offered by the bidder. In case the bidder bid's for more buses and EMD submitted by him is less, the bid shall be considered only on the basis of EMD amount and on the basis of serial Number or newest buses only.
- 12. The firm whose tender is accepted will have to deposit security money @ Rs.20, 000/ - per bus in the shape of A/C Payee Demand Draft in favor of DAV Public School, Kailas Hills, New Delhi within one week from the date of receipt of offer letter failing which earnest money deposited will be forfeited and offer will stand cancelled. The decision of the Tender Committee will be final in this regard. The action regarding blacklisting of the firm can also be taken.
- 13. The Security Money shall remain with the school during the entire period of the contract plus (2) months. The contract will be signed only after deposit of the Security Money.
- 14. The tenderer must quote rates clearly without any over-writing/ cutting etc. inclusive of all taxes, if any/applicable.
- 15. <u>No advance payment will be made under any circumstances.</u>
- 16. The tender Committee reserves the right to check the vehicles of the firms to judge its existence, suitability and capacity of the firm.
- 17. The tender Committee reserves the right to award the contract to one or more firms, on different routes in case the offered L-1 rates are found to be the same.
- 18.In case two or more bidders quote the same rates and are declared as L-1, the Tender Committee's decision will be final for awarding the contract. However, the preference and criteria of awarding the contract may be as under :-More no. of buses with the bidder/firm. Turnover of last 3 years. Service satisfaction, if buses are running with DPPS/ SJE School earlier.
- 19. The firms whose rates are accepted will have to deposit a stamp paper worth Rs. 100/ for signing the agreement.
- 20. The bid Committee reserves the right to reject any or all the bids without assigning any reason.
- 21.EMD of unsuccessful bidder shall be returned only after receiving of the security deposits/ sign of agreement from the successful bidder.



No interest is payable in this regard.

- 22.No firm which has either been blacklisted by D.A.V. Public School, Kailash Hills or Delhi Police or by any other Govt./Private. Organizations shall be allowed to participate.
- 23.The individual/firm/contractor which have been blacklisted or against whom criminal cases have been registered and are pending investigation / trial or have ended adversely against the party concerned pertaining to the supply of vehicles during the period in which they have been awarded contracts to supply vehicles in the past any school/organization/institution shall not be considered for awarding the contract if they are directly or even indirectly associated with the company making a bid in response to the tender.
- 24. The bid should be submitted in a sealed cover marked "BID FOR HIRING of CNG BUSES" for use in D.A.V Public School, Kailash Hills, New Delhi" addressed to the Principal, D.A.V Public School, Kailash Hills, New Delhi and dropped in the tender box kept at reception of D.A.V Public School, Kailash Hills, New Delhi. The tender document can also be downloaded from the website i.e. <u>www.davkailashhills.com</u> The number of vehicles can vary from time to time depending upon the requirement of vehicles.
- 25. The bid will also specify the condition of each CNG bases i.e. MODIFIED CNG BUS OR NEW CNG BUSES in their fleet are furnished in their tenders.
- 26.Bidders are advised to study the tender documents, terms and conditions carefully. Submission of bid shall be deemed to have been done so after careful study & examination of tender documents.
- 27.The tender document can also be obtained from D.A.V. Public School, Kailash Hills by producing a demand letter on the letterhead of the firm. But application fees of Rs. 500/ -in the shape of A/c Payee Demand Draft has to be submitted with the technical bid payable to D.A.V. Public School, Kailash Hills. The application fee is not refundable.
- 28. The bid documents are not transferable.
- 29. The validity of the tender / rates should be for a period of one session till the finalization of the new contract. Competent authority may increase the period of contract.
- 30. The contractor shall be responsible for the antecedents of all drivers/Helpers employed/hired by them for duty with D.A.V Public School, Kailash Hills, New Delhi. The contractor shall not change the drivers/helpers other than those listed without the permission of Principal/ D.A.V Public School, Kailash Hills, New Delhi. The Principal/ D.A.V Public School, Kailash Hills will get the verification of antecedents of the drivers done through any agency or other related security agencies, if needed be at Transporter's expenses. The drivers /helpers must be smartly turned out while on duty and must possess valid commercial driving license / required qualifications.



- 31. The contractor will be required to submit a list of the vehicles along with Photocopies of their R. C. as well as written confirmation from the owner of the respective vehicles, other than those owned by the bidder, that these buses will be attached to the bidding firm. The Buses must be registered in Delhi only and must have all valid documents to ply in Delhi schools.
- 32. The D.A.V Public School, Kailash Hills, or /Logo/ symbol should not be displayed on the hired vehicles. However, contractors can put a movable board on the hired vehicles bearing the word "ON SCHOOL DUTY" while on duty with the route No. No fixed signage be displayed.
- 33.In case of breakdown of bus, bidder/contractor shall replace the breakdown bus from standby/ reserved buses. The bidder/ contractor shall be under obligation to provide another vehicle from standby immediately, failing D.A.V Public School, Kailash Hills, New Delhi reserves the right to hire any vehicle (taxi, bus or other vehicle) from any other sources at the expense of the contractor.
- 34. The contractor shall be solely responsible for arranging sufficient fuel to the vehicles supplied by him.
- 35. The bidder who provides the CNG Buses for school duty, shall produce the buses for inspection, verification and fitness testing to the authority/ agency concerned as well as the staff of D.A.V Public School, Kailash Hills, New Delhi.
- 36.The bus which will be supplied by the successful bidder should be registered with STA, Delhi only. Necessary entries of the same must be available in RC of the vehicles. The vehicles supplied should be mechanically fit. The firm should be situated in NCT of Delhi area having proper office, telephone facility etc.
- 37.During deployment, if the activities, movements, utterances, behavior etc. of the driver(s) are found to be suspicious or questionable or against the directions of D.A.V. Public School, Kailash Hills, New Delhi, the contractor shall replace the driver by providing another driver immediately.
- 38. The D.A.V. Public School, Kailash Hills, New Delhi will not be responsible for any damage to the hired vehicles due to any accident, fire and natural calamities or any unforeseen circumstances. In case the hired vehicle is involved in any accident resulting in loss or damage to property or life, the responsibility for any legal criminal civil or financial implications shall rest solely with the contractor/ owner of the hired vehicle. The DAVPS,KH shall have no liability whatsoever, for the bidder staff or any other party.
- 39. The contractor shall be responsible to furnish/renew the certificate of fitness of the vehicle from the competent authority time to time. In case any deficiency is found in any document of the vehicle, action shall be taken as deems fit.
- 40. The vehicle's fleet shall be subject to surprise inspection. The contractor shall ensure that the drivers do not tamper with the seal/ speed governor/ speed meter of the vehicle and that they maintain all the paper properly. If the speedometer/ speed governor/ seal of any vehicle is

found defective or out of order, the same should be repaired within 24 hours under intimation to DAVPS,KH.

- 41. The period of contract will be counted from the date of agreement with the successful bidders or award of offer letter.
- 42. The D.A.V. Public School, Kailash Hills reserves the right to negotiate with the lowest tenderer firm for supply of vehicles. The right to accept / reject any bid without assigning any reasons is reserved with the DPPS.
- 43.In case the contractor fails to provide the requirement of vehicles within specified time, or if the contractor fails to provide required number of vehicles as per supply order, the contractor shall be liable to pay a penalty of Rs. 2000/ -per day per vehicle over and above the other expenditure incurred by the D.A.V. Public School, Kailash Hills in order to perform the duty arrange the vehicle and in addition to written warning in the first instance. 15 days notice along with the show cause shall be issued for cancellation of contract in the second instance. The contract shall stand cancelled in case the contractor fails to give the satisfactory/reasonable reply against the show cause and Bank Guarantee will be forfeited without further notice.
- 44.It will be at the discretion of the Tender Committee to make any inquiry in order to judge the existence, capability and soundness of the firm.
- 45.Income Tax to be deducted at source at the prescribed rate of Govt. of India in all cases of payment to the contractor.
- 46. Incomplete or conditional tender will not be accepted.
- 47. D.A.V. Public School, Kailash Hills reserves the right to terminate the contract at any time before expiry of the contract period without assigning any reasons by giving 15 Days notice to the contractor/Firm.
- 48. Each tender document shall be signed by the bidder or in case of the firm either by all the partners of the firm or by a partner having authority on behalf of the firm to enter into the proposed contract.
- 49. The drivers/helpers deputed for School duty should not be addicted to drugs and smoking. Legal action against the firm/contractor as well as the driver/helper shall be taken up for violation with fine/penalty.
- 50.As a token of acceptance of terms & conditions, of the tender a copy of the terms and conditions duly signed by the bidders should be enclosed with their bids.
- 51. The drivers/helpers should be well aware of all traffic rules and should not be color blind.
- 52. The contractor will have to provide the replacement of driver/helpers in case of any eventuality.
- 53.All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.
- 54.Bid/ tender must be valid for a period of 6 months.
- 55.In case, the contractor desires to withdraw his buses, he will have to intimate the school 2 months in advance. In case, the contractor fails intimating the same, no payment for the period of running the buses shall be made as well as EMD/ Performance guarantee shall stand forfeited.
- 56. The earnest money will be forfeited in following conditions.
 - a) If at any stage any of the information/declaration given by the bidder is found false.
 - b) If a bidder withdraws his bid during the period of bid validity specified in the tender's terms & conditions.
 - c) In case of any lapse/default in honoring the terms & conditions

at any stage after submitting the tender.

- d) In case of being successful to bidder, if he fails to furnish Security Deposit in accordance with tenders terms & conditions.
- 57. The tender terms and conditions/tender documents are also available on D.A.V. Public School, Kailash Hills website i.e. www.davkailashhills.com. The firms which are dealing in the trade can also download the terms and conditions from the website and participate in the tender.
- 58. The main condition of running buses with school routes is that the contractor will abide by all the directions of the Hon'b1e Supreme Court (elaborate instructions issued by the Hon'b1e Supreme Court in W.P. (Civil) 13029 of 1985) for Schools Located in the National Capital Delhi. As also conveyed by Deputy Director of Education, Distt. South East New Delhi, in its communication Circular/order No. F.DE/ACT/ 2011/ 2641-52 dated 18.5.2011 and permit conditions vide Directorate of Education, GNCT of Delhi order No.F.DE/ 15 (173/Act-1/Part/2013/7985-99. The Contractor has to agree to meticulously implement all such requirements irrespective of the fact that any such clauses is appearing in this agreement or not and any other directions by the Hon'b1e Supreme Court of India DOE/CBSE/transport department/any other agency hereafter.
- 59. The bus should be fitted with GPS to enable tracking of the bus and the 2 CCTV cameras with 15 Days recording. Keeping it in working conditions will be the sole responsibility of the bus owner. The serviceability of GPS has to be certified by the Authority authorized to do the same. CCTV installed must be as per Govt. guidelines. (No. of CCTV's to be mentioned)
- 60.Each bus should carry a suitable photography of the authorized driver duly certified by the RTA /Transport provider.
- 61.All the buses provided by the transport Provider will be duly insured and in case of any accident or damage it will be his sole responsibility to pay compensation damages to the claimants and the school will not be responsible for any payment claim or for any other violations. A copy of the policy, for each bus, will be provided by the Transport Contractor to the School management at the time of signing of the contract.
- 62.All CNG buses should undergo safety checks/CNG leakage test quarterly and annually as prescribed by law and this will be the responsibility of the Transport Provider who will provide proof to the school of having carried out the testing and the bus having been certified as FIT.
- 63.The buses provided by the contractor should be roadworthy and comfortable in all respects fit for the purposes of School/farming the students under this agreement. The contractor shall ensure that the drivers shall be in possession of valid license and badge, as applicable under law, and amended from time to time. Helpers must also have prescribed qualifications.

- 64. For the facility and convenience of the parents and school, helper shall always carry a mobile phone properly working condition at his/bidder cost. The mobile number shall be shared to all the parents of the students concerned as well as to the school authority. If phone is not found working properly to any reason i.e instrument not working, non-recharge etc, school shall impose fine on the contractor as deems fit as well as can take action.
- 65. In the event that the contractor's buses do not strictly follow the time schedule specified by the school, school shall deduct a sum of Rs. 1000-(one thousand only) for each infringement / violation from the amount bill payable to the contractor. In case of 5 infringement in a month, bill amount of entire month shall be forfeited as a penalty.
- 66. The contractor agrees that each bus shall have a duly licensed conductor in addition to the duly licensed drivers who shall both be the employee of the contractor. It shall be the duty of the driver and conductor of each bus to ensure that the students are properly seated and to help the student in boarding and alighting from the bus. It shall be the duty of the driver and conductor not to leave students at their designated stops unless a parent or relative is there to receive them. In case, the parents/ guardian of any student does not come to receive the student, the bus driver and conductor shall leave the student to school at their responsibility without fail.
- 67.It is agreed that the driver and conductor assigned to a particular route shall not be changed without the consent of the school or after the prior notice of not less than 24 hours. The reason for changes of driver / conductor should be clearly communicated to the competent authorities of the school.
- 68. Only authorized conductor and driver, who are license holders and possess "authorization card", issued by the transport department, will be allowed to operate school buses. Driver/ conductor shall handover the child to the parents / guardian authorized only after proper checking of I /C issued by the school and to their satisfaction. In case, they fail to comply with directions, action shall be taken against the driver /he1pers as well as the contractor including the criminal case, if deemed fit by the school authority. This issue is serious and must be strictly followed.
- 69.No bus will carry excess of the permitted strength of the students. In case of violation action, as deemed fit shall be taken against the contractor.
- 70. The drivers or the contractors while plying the buses will not allow any person other than students or teachers of the school to travel in the buses assigned on the routes the school. It is understood that your Driver and conductor are responsible for the safe journey of the children in the bus. They should be polite, courteous and affectionate towards the children, staff and parents. In case of misconduct on their part the school

authorities shall hold the bidder/contractor responsible.

- 71. The contractor shall issue identity cards to each driver and conductor, which they shall possess at all times during the performance of their duties under the tender/ agreement.
- 72.Other instructions issued from time to time by transport authority or any law-enforcing agency will be strictly followed /adhered to by the contractor.
- 73. This agreement is terminable at the option of the school by serving 1s days' notice in writing upon the contractor.
- 74.<u>In case of more than 3 complaints of non-reporting of the helper in any</u> <u>bus in any month. No payment of the entire month shall be made the</u> <u>contractor of that particular bus. The contractor shall send the helper to</u> <u>the bus without any fail.</u>
- 75.<u>In case any helper does not report to the bus Rs. 5000/- on each dav shall</u> <u>be deducted from the bill amount, strictly. further action may also be taken</u> <u>against the contractor, as deems fit by the school authority</u>
- 76.In case any untoward incident happens due to the negligence of the contractor, absence of helper/vehicle fault, etc, the contractor shall be solely held responsible for the same and he will have to compensate/face the consequences for the same.
- 77.Buses must have proper working CCTV/GPS. The contractor shall provide the parents link of GPS/ Bus tracker free of cost so that parents can track the buses while it is on route. In case GPS/CCTV is not found in working condition Rs. 5000/ - only as penalty for each day shall be deducted from the bill amount. If the same are not repaired even after a week, No payment for the said month made, as a penalty and EMD shall stand forfeited.
- 78. Any notice required to be served on the contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to the office of the contractor/bidder. If there is any change in the address of the bidder/contractor, he must inform the school office immediately.
- 79. The contractor shall not, without the written consent of the school, sublet/create a sub-contact of any description with regard to this agreement or any part thereof nor shall, without written consent as aforesaid, assign or transfer this agreement or any part thereof. The contractor shall follow the instructions issued by the school from time to time regarding school transportation provisions including those provisions, which may affect the time schedule and shall follow the instructions issued in this matter, and in accordance to the conditions specified in this contract.
- 80. The contractor shall employ only such drivers/ conductors who shall have good character, are well behaved and ski11fu1 in their business.

The contractor shall furnish the details like the names, age, residence, photograph and specimen of signature or thumb impression of all such drivers/conductors to school in writing. (Fill the profile sheet for drivers and conductors duly countersigned by the owner, whom the contractor will employ under this agreement. The contractor will provide the Driver/Conductor profile sheet duly filled in the form of a folder. The Driver/ conductor employed by the contractor shall be under the general discipline of the school and shall conform to such directions as may be issued by the school from time to time. The contractors shall also have the character of all the drivers/conductors employed by him duly verified by the Delhi Police to the satisfaction of the authority and will provide a copy of police verification to the School Management at the time of signing of contract.

- 81.<u>Conductor of the each bus shall report and mark their attendance both</u> <u>times morning and evening with the school guard at the school gate. Non</u> <u>marking of attendance in school/will be considered as absent and action</u> <u>shall be taken accordingly.</u>
- 82. The contractor, drivers/ conductor shall use the school's premises only for the purpose indicated in this agreement with the prior approval of principal/ D.A.V. Public School, Kailash Hills and for no other purpose whatsoever.
- 83. The contractor will, during the continuance of this agreement, ensure the drivers/ conductor against any claims under any statutory provision or otherwise in connection with his business to be carried or under this agreement, as aforesaid, with an insurance company. The contractor shall produce for inspection on demand by the school, all policies in respect thereof and the receipts from time to time for current premium, further, the contractor shall ensure that all statutory / legal liabilities in respect of employees provident fund, ESI, etc. are catered to on his own accord and shall furnish the details in this matter, as and when needed by the school.
- 84. The contractor, drivers/conductor shall observe, perform and comply with all rules, regulations and stationery provisions with all rules and any other statute including any rules/ regulations of any local authority, in force and applicable to the business which the contractor is allowed to carry on under this agreement and to the area in which the contractor will operate under this agreement.
- 85.Deduction of tax at source as per income tax act and amendment from time to time and any other shall be levied as enforced by concerned authorities.
- 86.In the event of any default, failure, negligence or breach on the part of the contractor in complying with any of the conditions specified in this agreement and/ or any statutory provision applicable to the business carried on by the contractor the school will be entitled and be at

liberty to terminate this agreement forthwith and forfeit the payment in full or in part.

- 87.In case, on any route the number of students are less who opt for the bus or leave the bus service during any phase of the session and school faces any financial loss on that particular route, then the school reserves the right to discontinue the bus on that route with 15 days prior notice to the contractor. Any kind of compensation will not be given to the contractor in this regard.
- 88.Buses shall not be more than 10 years old under any circumstances. If the contractor later on changes the bus to an older bus, after getting the contract signed, payment of the bus shall stand forfeited for that particular month. Further, no payment shall be payable till the bus is changed to a new one.
- 89.Condition of the bus must be good and the bus should be well maintained. The owner should not leave any possibility for any kind of injury/inconvenience due to non-maintenance of the bus.
- 90. There must be proper grill rods in the windows of the buses, to avoid any kind of injury/accident to the students/passengers.
- 91.Driver/conductor shall ensure that no student should hang their head or hands out of the window.
- 92.In case of any breakdown of the bus, the other bus must be arranged within 30 minutes, failing which penalty shall be imposed on the transporter, as deemed fit and school shall reserve the right to arrange the taxi/ other vehicle from the 3rd party.
- 93. The documents required to be furnished along with the tender is Annexure I-IV.