

TO BE ATTACHED WITH QUOTATIONS DULY SIGNED BY VENDORS/CONTRACTORS
BIDDING FOR THE CONTRACT

TERMS AND CONDITIONS FOR CONTRACT FOR SCHOOL BUSES FOR CONVEYANCE OF
SCHOOL CHILDREN OF ARMY GOODWILL SCHOOL, POTHAN WITH EFFECT
FROM 01 MAR 2019 TO 31 JAN 2020

1. I/ We agree to render to the 'Management, Army Goodwill School, Potha road transport service and assure safe transportation of school children as per Supreme Court guide lines on the subject.
2. The contractor before signing the contract will deposit Rs 5000/- (here-to-fore referred to as security deposit) in the name of AGS Potha in SBI, Surankote and receipt of the same will be submitted alongwith the tender documents
3. The duration of this contract will be from 01 Mar 2019 to 31 Jan 2020.
4. I/ We agree that no additional charges will be levied by me/ us on the school/Management in case of any local taxes/ tolls are paid by me/ us to any local/ civil authority during the operation of the contract.
5. If I/ We or our representative or partner or any employee of our firm is found guilty of malpractices, such as bribery, corruption, fraud, substitution of tender (s), I/ We understand that the penalties as decided by the Management will be final.
6. I/ We agree that if we violate any of the conditions of this contract, I/ We understand that the following penalties will be imposed:-
 - (a) Contract shall be terminated from the day the violation is detected/ reported by any agency.
 - (b) All outstanding dues will be forfeited with the Management.
 - (c) Security will be forfeited.
 - (d) Firm/ transporter will be debarred from claiming the security deposit of school bus.
7. The School Bus will be provided with the school manifest for the destination which I/ We will get declared in a reasonable time before closure of the bill (s) for the month. In case of failure on my/ our part to do so, I will not claim any payments for these till such time these are cleared by the Principal/Management.
8. I/ We agree to follow the route specified by Principal/Management which will be from Daraba to Army Goodwill School, Potha and back for Bus No 1 & Marhot to Army Goodwill School, Potha and back for Bus No 2.
9. In the prevailing insurgency environment an armed escort, if ordered by the Management, will be accompanying the children in the bus for their protection.
10. I/ We agree that the bus employed for the school will not be used/ withdrawn for any other task/ repair without prior written consent of the school Management.

(Sign of contractor with date)

11. During school holidays or after school hours the Bus may be taken out for periodic maintenance after permission of the Principal/school/ Management.

12. I/ We agree that vehicle which are mechanically fit and in good condition will only be used as School Bus. Vintage of the vehicle should be at least 2012 Model. I/We also agree that the Vehicles must meet following quantitative requirements and would be subject to inspection by the Principal/Management:-

(a) One serviceable spare wheel, necessary tools for repairs, fire extinguishers will be placed in the vehicles.

(b) I/ We ensure that vehicles are mechanically fit and in good condition and check the following before sending the vehicles on duty:-

(i) Wind screen wipers and kilometer head are in working condition.

(ii) Horn is in working condition.

(iii) Check functioning of brakes & clutch to ensure these are in order and there is no unnecessary sound or malfunctions.

(iv) The vehicle should adhere to existing exhaust emission norms.

(v) The vehicle will have speed governors fitted on to them.

(vi) **Guidelines to safety of School Buses carrying children are att as Appx and the same will be forwarded alongwith quotation duly signed by the contractor .**

(c) Tyre pressure is accurate as per manufacturer specifications and tyres are in good condition.

(d) There is no unwanted sound from engine/ exhaust.

(e) The turnout of driver i.e. dress worn by the driver is neat and clean and has proper uniform/dress in not dirty.

(f) There is adequate fuel in the tank for the assigned duty and adequate reserve is catered.

(g) The driver is in possession of his valid driving license for driving School Bus, valid documents of vehicle for use as School Bus and also Police verification.

(h) Good and clean condition of interior upholstery of the vehicle. The seats of the vehicle should be soft and firm.

(j) I/ We agree to fumigate my/ our vehicle against infectious diseases if any as desired by military authorities, all expenses in this connection will be borne by me/ us.

(k) Vehicle has been certified by pollution control authority and driver is in possession of pollution check fitness certificate.

(l) I/We agree that all the documents of the vehicle to be run as School Bus are available and are valid for the complete duration of the contract/usage of the vehicles.

(m) First aid box with medicines will be placed in vehicle.

- (n) All lights should be in working condition.
- (o) Vehicle will be road worthy in all respects before start of duty from/to the school at all times as assessed by the Board of Officers.
- (p) The vehicle should have clean drinking water for children at all times.
- (q) The entry & exit will only be from front door. Emergency exits to be catered and to be in working condition.
- (r) All window less emergency exits will be sealed with protecting bars, fitted from outside the bus
- (s) That I/ we will provide driver in possession of valid school bus driving license and the driver will be accompanied by a conductor assistant at all times

(Sign of contractor with date)

13. I/We agree that each vehicle/School Bus will be provided with a driver and conductor assistant by the Contractor at no extra cost to the School/Management . I/We further agree that the driver and conductor assistant will be fully responsible for the safe custody and transportation of the school children during the transportation from origin to destination.
14. I/ We agree that the entire running cost of the School Buses will be borne by the Contractor including, hiring of driver and cleaner, servicing cost, diesel cost, insurance and road taxes, fitness certificate, road permit, RTO permission to run the vehicles as School Buses, etc.
15. I/ We agree that the School Management will not be responsible for safe custody of school children during the said transportation and that I/ We shall be held responsible for any untoward incident.
16. I/ We agree to provide insurance cover against accidents/ calamities for the transients in the bus at no additional cost.
17. I/ We agree that the above buses will be painted yellow with the designated school logo and all other requirements of RTO as per existing rules will be carried out as well as made available as per school requirements.
18. I/ We agree that payment for each month will be made for each bus at the end of each month to the contractor throughout during the terms of the agreement.
19. I/ We agree that in case of any default in operation of the school bus by the Contractor the penalty as decided by the Management Army Goodwill School, Potha will be binding and final.
20. I/ We agree that if due to any mechanical failure or any other such issues, if the School Bus fails to transport students to the school and back, a penalty of Rs 3000/- for each day will be debited from the monthly payment.
21. No payment will be made in advance for vehicles under this contract.
22. I/ We shall ensure that my/ our employees will confirm to any reasonable instructions that may be given by the Principal/Management of School/their representative and ensure their punctuality in attendance, integrity and respectful behavior.
23. I/ We agree to pay fair wages to the drivers/ cleaners/staff employed by me/ us. In the event of any dispute as to what constitute their wages, the decision of the Area Labour Committee shall be final.
24. I/ We shall submit a certificate as under prior to commencement of the agreement:-
 - (a) Yearly income Tax clearance of all types of taxes paid.
 - (b) In the event of me/ us failing to meet the demand of the School Buses, the Management or their representative, may hire the vehicles through other tpt agencies/ Govt/ Defence agencies/ operator at my/ our risk and expense and the recovery of extra expenditure including incidental charges be made out of my/ our running/future bills or security deposits.

(Sign of contractor with date)

- (c) Any modification on the buses as desired by the Management ensuring the security of the children will be carried out and the cost of which will be borne by the Contractor.
- (d) Vehicle rendered will be registered/ approved by the concerned RTO/ STA as public transport and School Bus and all taxes will be on due date.
- (e) That all vehicles employed or likely to be employed by me/ us under this agreement have been/ will be passed fit in all respect by the civil authorities concerned for use as School Bus as per Supreme Court and RTO guidelines/rules.
- (f) That a valid school permit is held for the route provided by the Management under this agreement.
- (g) That all drivers, cleaners and other staff employed are in possession of driving license and inner line permit/ validated card issued by the civil administrative authorities as applicable. For School Bus, driver will have valid driving license for that type of vehicle and for School Bus.

25. I/We agree to ensure that the manner, etiquettes, conduct and behavior of the drivers and the conductor should be sober, amicable and acceptable in the society. Under no condition the driver will be rude or enter in argument with the users. Driver and conductor assistant will not use any kind of intoxicant while on duty. Nor will they consume any intoxicant while on duty.

26. I/ We agree that payment will be for the ten months wef 01 Mar 2019 to 31 Dec 2019 as per monthly contract rates and no payment for school leave period will be deducted.

27. I/We agree that payment for the month of January 2020 will be as per the number of days the vehicles are actually used and not as per monthly rates. You are requested to quote monthly rate and daily rates separately.

28. There will be no revision of rates during the contract period in case of any changes of cost in any of the input items for transport like tyre/ tubes, battery spare parts and FOL items etc. No additional compensation will be liable to be paid during the contractual period and I/ We will not ask for any relaxation/ variation of schedule/ conditions.

29. Format for applying quotation is as under:-

Name of Dealer	Monthly Rate	Daily Rate
I hereby agree to all terms and conditions mentioned in the tender document published in Kashmir Uzma and Lazwal on 31 Jan 2019.		

30. Quotations should be signed and stamped by the bidder and it should be on the company letter head.

(Sign of contractor with date)

GUIDELINES WITH REGARD TO SAFETY OF SCHOOL BUSES CARRYING CHILDREN

1. School Buses should be painted yellow.
2. School bus must be written on the back and front of the bus "ON SCHOOL DUTY" should be clearly indicated.
3. Bus should have First Aid Box and Water facility.
4. Bus should be fitted with speed governor of specified standard.
5. The window of the bus should be fitted with horizontal grills.
6. School name and mobile No must be written on school bus.
7. The door of the bus should be fitted with reliable locks.
8. There should be a Fire Extinguisher in the bus.
9. To keep the School Bags safely, there should be a space fitted under the seats.
10. There must be a qualified attendant in the bus to attend the Children.
11. The driver should have atleast five year experience of driving heavy vehicles.
12. If a driver has been challaned more tha twice in a year for offences like red light, jumping, violation of lane, discipline of allowing unauthorized person to drive, cannot be employed.

13. If a driver has been challaned even once for the offence of over speeding, drunken driving and dangerous driving etc. cannot be employed.

14. No vehicle shall carry children in excess of its permitted seating capacity NO child should be allowed to sit on the lap of others.

15. Seat Belt wherever applicable must be fastened properly.

16. There must be appropriate permit for the vehicle issued by the competent authority as passenger transport vehicle alongwith following documents:-

- (a) Insurance of the Vehicle.
- (b) Fitness Certificate of the Vehicle.
- (c) Driving Licence of Driver.
- (d) Pollution Certificate of the Vehicle.

(Sign of contractor with date)