

SUBJECT: TENDER ON BEHALF OF HALDIRAM EDUCATIONAL SOCIETY, NOIDA FOR HIRING OF PRIVATE A.C BUSES (16/20/25/35/44/55 SEATERS) AS PER SUPREME COURT GUIDE LINE FOR GYANSHREE SCHOOL, NOIDA. THE MODEL OF BUSES HAS TO BE YELLOW BUS. FIXED RATES ON MONTHLY BASIS INCLUDING FUEL CHARGES FOR THE MENTIONED ROUTES MAY BE QUOTED.

Sealed tender/quotations are invited from individual or Private Transporters by Gyanshree School, Noida for hiring the buses as mentioned in the above subject for three year on monthly payment for **Eleven Months** and mutually agreed terms and conditions. The detailed terms & conditions for hiring of buses are given below.

1. Scope of work:

Gyanshree School, Noida requires outsourced buses for transporting children to and from their home and school on the following routes. Please fill in your bid Amount in the given column to be charged on monthly basis for each route.

2. Eligibility Criteria:

- ❖ The Buses must be in the name of bidder or in the name of his/her firm/company.
- ❖ School Buses to be yellow colour with school signage & contact Numbers.
- ❖ The Bidder must have sufficient number of buses in his/her name or in the name of his/her firm/company as he/she would not be allowed to engage buses of other parties/transporter.
- ❖ The Bidder would not be allowed to arrange buses of other party/transporter for completing the required number of buses for a particular cluster applying for.
- ❖ Lady attendant to be picked from the nearest point & dropped to be nearest point.
- ❖ Bus and Staff should not be changed unless and until there is a case of emergency.
- ❖ Penalty will be imposed if tender rules are violated.
- ❖ Vendor must provide buses on Annual Functions, NCR Excursions for the students or on Saturday / Sunday whenever requirement raises.
- ❖ School can change the routes as and when required.

- ❖ If the school gets to know after assigning the contract that the bidder has replaced the buses with other ones. the contract would be terminated immediately.

- ❖ Each bus must have one Driver and Co- Driver.

- ❖ The transporter has to have one Reserve bus, driver and co- driver for 20 buses.

RATES CHARGED BY THE INDIVIDUAL OR TRANSPORTER FOR PROVIDING AIR CONDITIONED BUSES FOR GYANSHREE SCHOOL ON MONTHLY RENTAL BASIS SHOULD BE INCLUDING FUEL AND ALL OTHER EXPENSES LIKE FUEL CHARGES, GST, PASSENGER TAX, EXCISE TAX AS PER SCHOOL CODE, COMPREHENSIVE INSURANCE COVERAGE, DRIVER & HELPER SALARY, ROAD TAX,

REGISTRATION CHARGES, MUNICIPAL TAX, CHARGES TOWARDS ROAD PERMIT ETC AS PER UTTAR PRADESH STATE WAGES RULES .

Sl.No.	Route	Approx. Route Km Per Year/Per Bus	Shift	Amount (Per Month) Wise					
				16	20	25	35	44	55
1.	Delhi	36000	3						
2.	Grt Noida	36000	3						
3.	Noida	36000	3						
4.	Ghaziabad	36000	3						
5.	Noida EXT.	36000	3						

Rules & Regulations

General

1. The quoted rate shall be inclusive of fuel charges. GST, passenger tax, excise tax as per school code, comprehensive insurance coverage, driver & helper salary, road tax. Registration charges, charges towards road permit. Passenger tax of U.P. State & all other taxes implemented by Government from time to time and operation & maintenance charges of vehicle.

2. Vehicle must have a valid registration number from the Transport Authority. Expenditure towards registration of vehicle and passenger/goods tax with State Government Transport Authority shall be borne / settled by the owner of the vehicle. Vehicle owner will deposit all type of taxes related with permit etc. However, Passenger tax as per the passenger act. Goods Tax outside the state of Uttar Pradesh and Haryana will be reimbursed to the vehicle owner as per actual on production of documentary evidence duly verified by the school authority as and when vehicle is utilized for.

3. **Quoted price for hiring of vehicle shall not change during the period of contract.**

Submission of Bills

4. Bills in duplicate shall be submitted in the 1st week of the succeeding calendar month to the administrative officer of the school for convenience of timely payment.

Driver and Helper/Conductor

5. Bidder at his own cost shall provide efficient well trained drivers and conductors for Buses with valid commercial licenses and badge & having own mobile phone. No music should be played in bus. The credentials of the driver & conductor shall be verified by the contractor. The salary/ wages etc. of driver & conductor shall be paid by the bidder of the vehicle, No extra amount for mobile phone shall be paid by the school authority.

6. The Driver and Conductor shall be the employee of Transporter and the liability of payment of Wages, Provident Fund and ESI to the Driver and Conductor shall be of the Transporter.

7. The Transporter shall ensure and strictly follow that Minimum Wages of that state as applicable in the case of Driver and Helper/Conductor are paid to them by the Transporter as per the provisions of Minimum Wages Act of the State concerned and also the Labour Laws in force.

8. The driver & conductor provided by the Transporter must be dressed properly (in proper uniform) & free from infectious disease & medical fitness certificate to be provided by the vendor.

9. If the driver's & conductor's behavior is objectionable, he should be replaced with a new driver within 24 hours, failing which penalty will be imposed,

10. The driver of the vehicle shall keep with them all the documents in original like valid license & up to date tax paid certificate/ receipt, pollution under control certificate, Fitness, Road Permit, Insurance papers & any other tax payment/ clearance up to date in his custody.

11. The bidder shall submit the photocopy of the following documents along with the originals at the time of verification of the vehicle to confirm the model of the buses:

- a. Registration certificate of the vehicle along with road tax payment proof.
- b. Insurance covers Note (comprehensive policy)
- c. Valid permits along with paid passenger tax documents. However original documents shall be returned to the owner after verification.
- d. Fitness Certificate of the Bus.
- e. Contract Carriage Certificate.
- f. Valid driving license of the driver.
- g. The police verification
- h. Medical fitness certificate of Driver and co- drivers.

Contract Period:

12. a. Contract period three years or lesser.
- b. Payment only for 11 month in a academics year.

Termination of Contract:

13. The school authority reserves the right to terminate the contract at any time or at any stage during the period of contract by giving 30 days' notice. if vehicle owner is interested to withdraw his vehicle, he shall have to inform the school authority at least 60 days in advance in writing, otherwise Security amount deposited by the Transporter will be forfeited. In case of unsatisfactory performance of the vehicle or driver & conductor, contract can be terminated by the school authority by giving 07 days' notice.

Insurance Coverage:

14. Insurance policy as per statutory requirement shall be taken by the vehicle bidder so as to cover all type of risks and also cover driver, number of the passengers as per school code. The owner shall also take other necessary insurance coverage as per the Motor Vehicle Act at his own cost.

Terms of Payment:

15. Payment shall be made within 15 (fifteen) days after submission of the bills. Statutory Deduction of Taxes shall be made at source as per existing Rules.

16. Expenses towards municipal taxes, fuel charges, servicing charges, engine oil changing and other repairs and maintenance work, will be borne by the vehicle owner, and will ensure periodic maintenance as per maintenance manual. The owner shall keep the vehicle in perfect running condition. He shall carry

the servicing and repairing immediately on intimation to the school authority. The records should be available for school authorities to check and verify any time.

17. The vehicle shall be provided with Stepney, tool kit, spares, first aid boxes, Fire Extinguisher, in order to rectify minor repairs while traveling as per school code.

18. The School shall provide space in the School premises for parking the vehicle during day/ night.

19. The owner shall provide immediately with another suitable vehicle in running condition in case the regular vehicle deployed is under break down otherwise the double rate deduction shall be made towards the hire charges paid by the school on account of absence of the vehicle.

20. In the event of theft, loss or accident and any dispute with the Local Government Authority, the school authority will not be responsible and vehicle owner will settle the claims himself with any authority/claimant.

21. The Transporter shall be responsible for obtaining clearance of State Administration wherever necessary for placing the vehicle at the disposal of the school for commercial use.

23. Other similar formalities that may be statutorily required in terms of Indian Motor vehicle Act, school code or any other relevant provisions of the State Government.

24. Income tax, and other taxes existing or declared by the Competent Authority from time to time, if applicable shall be deducted at source from the monthly payment as per prevailing rates. However, necessary deduction certificate shall be issued at the end of each financial year.

Arbitration:

25. For all differences and disputes relating to the specifications, instructions or the executive or failure to execute the same whether arising during the hiring period of vehicle or on completion, Dir. Admin & Secretary of the Haldiram Education Society shall act as sole arbitrator and proceedings shall be conducted in accordance with the provision of the Arbitration and conciliation Act 1996 or amendment thereof if any.

26. Bidder is requested to submit the photocopy of his PAN CARD and AADHAR CARD, VOTER ID CARD with the offer document.

27. During the contract period if the vehicle is seized/ detained/ impounded by the Police/ Transport Authority or any law enforcement agency/authority for any reason, whatsoever, it shall be the sole responsibility of the contractor. The contractor shall immediately provide alternate vehicle to the School.

28. The contractor shall be an independent entity engaged to produce the required result and compliance with all law and regulations applicable in this behalf and also keep school authority and its officers indemnified for any breach or default.

29. The contractor shall have to adhere to the rules and regulations enforced by the state of Uttar Pradesh, Haryana regarding running of school buses such as qualification of drivers, conductors, colour code if necessary etc. and guide lines issued by the Hon*ble Supreme court of India, High Court of U.P. and Haryana and Govt. of Uttar Pradesh and Haryana.

33. The contract will remain in force for one year from the date of actual running of buses excluding the period of one month of summer vacation in schools. The tentative timings of the School shall be informed by the respective schools. The payment to the Contractor will not be made for summer vacation.

34. The contract will be signed after the inspection of buses of the selected transporters at the school premises. The inspection of the vehicles will invariably cover the under mentioned aspects:

a) General appearance and passenger comfort.

b) Verification of Bus documents like RC, Insurance, Fitness Certificate, Permit Certificate, Contract Carriage Permit, Pollution Under Control Certificate etc.

Complete Fitness Report of the bus issued by concerned authorized service center.

c) Experience of the private transporters in the field of operating buses for educational institutions.

d) Experience and overall personality of Drivers and conductors attached to the buses.

F) Public reputation/feedback regarding the quality of services being rendered by the transporters to other educational institutions.

g) Number of buses already attached with the school.

h) Rate negotiation for particular single/double route applicable **for the full session.**

PARAMETER'S TO MEASURE INTERNAL AND EXTERNAL CONDITIONS OF THE BUSES		
S.NO	INTERNAL CONDITIONS	EXTERNAL CONDITIONS
1	INTERIOR OF THE BUS	OVERALL LOOK
2	CONDITION OF FLOOR	STEEL BARS ON WINDOW
3	CONDITION OF SEATS	ON SCHOOL DUTY BOARD (TO BE DISCUSSED)
4	FIRST AID BOX	SPARE WHEEL, JACK, SPANNER
5	FIRE EXTINGUISHER	HEAD LIGHTS
6	SPEED GOVERNORS	EMERGENCY DOORS
7	HIGH SPEED ALARMS	FOOT STEPS
8	HORN	CURTAINS - NOT REQUIRED
9	WATER CAMPER	BLACK FILM - NOT REQUIRED
10	GPS, RFID & CCTV	CONDITION OF TYRES

35. **Contract** will be finalized after evaluating the public reputation/Feedback of the transporter regarding **the services being** rendered by him to the other Educational Institution.

36. Police verification of the entire crew will be done before signing the agreement.

37. Private transporter will ensure that both the driver and the helper will not proceed on leave the same day. If such a situation arises then the transporter must inform the Transport Supervisor in advance and take the help of the school to make necessary arrangements.

38. Private transporters will give undertaking to the School for not changing the bus once approved by the school authorities. If needed for repair or routine maintenance. The transporter will obtain prior permission of the school.

39. **The Private transporter will also** be required to furnish a 'Guarantee of Performance' duly signed by him on his letter head to the school authority and this guarantee will be an integral part of the terms and conditions of the contract.

40. **Where unavoidable or economical, private buses may be** hired on contract **basis from** the private **transporters** for single / double routes as per the requirement. Before engaging buses of private transporters following procedure will be followed:

a) Requirement of additional buses **must** be projected to the Society for prior approval of the Management.

b) The requirement will be published in the local newspapers to invite quotations from reputed private transporters. Contract negotiations will be done as per financial rules in force at that time.

c) The transporters company will have to agree for the installation and safe keeping of GPS, RFID and CCTV equipment. The GPS and CCTV will be provided by the contractor in each bus.

d) It would be mandatory for the contractor to possess a valid license from the lab

- e) our department to supply manpower to schools.
 - f) They will also undertake to make permanent allotment of Driver and Helper on the bus. Replacement if and when required will be done only after obtaining the prior approval of the School Authorities who will do so after carrying out the necessary tests. Additional qualitative requirements pertaining to the Driver and Helper are as follows:
 - i. A valid driving license to drive heavy passenger vehicles.
 - ii. At least five years' experience is mandatory.
 - iii. The helper should be educated and should be class 8th passed minimum.
 - iv. Employees of the transport should be in possession of their PF and ES1 Account Numbers.
- 41.** The Tenders have to be downloaded for the Gyanshree website (www.Gyanshree.in) and pay Rs. 3,000/- as registration Money (NON REFUNDABLE) deposit a DD with the bids payable to "Gyanshree School" .
- 42.** The buses will have to ply as per timing of the schools. The officer in charge (Principal) will decide the route of the buses.
- 43.** The contractor shall be required to execute Contract Agreement on the contract Performa of Rs. 100/- under stamp act within 15 days of receipt of letter of intent/ award of work. No payment shall be made without executing the contract agreement.
- 44.** Payment will be made by the concerned school authority.
- 45.** The Committee formed for Technical Evolution i.e TEC reserves the right to reject any or all the tenders so received without assigning any reason and can relax the terms and conditions after mutual understanding with the contractors. as and when the vehicles are not available within the mentioned terms and conditions.
- 46.** Schools are exempted from paying service tax to the Transport Service Providers as per Law.

Admin Head/ CAO