

This agreement is executed on this day of, 2023 at Jalandhar between M/s
..... (hereinafter called the **FIRST PARTY**)
which expression shall includes his legal heirs, representatives, executors and successors;

and

DAV University, Village Sarmastpur, Jalandhar – Pathankot Highway, Jalandhar, through its Registrar (hereinafter called the **SECOND PARTY) which expression shall include its successors & assigns.**

WHEAREAS the First Party has been shortlisted by the Committee constituted by the Second Party by following the proper procedure to provide Bus Service (..... **to DAV University Route**) for the bonafide students, faculty and staff of the Second Party on the terms & conditions mutually agreed upon by both the parties.

Terms & Conditions

That the hiring of Bus Service will be w.e.f., 2023 till the end of Academic Session (2023-24).

That the First Party will deposit an amount of Rs./- per bus, to Second Party, which would be retained by the Second party as security amount. The security amount would be returned upon expiry of the term after the final settlement of payments and damages to property of the Second Party, if any. No interest is payable on the retained Security

A. SCOPE OF WORK

1. The First Party will provide buses and staff to ply their buses on **to DAV University Route** (Up & Down) route.
2. The Drivers and conductors of the buses will be the sole responsibility of the First Party. The Second Party, if necessary, can ask for additional buses 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.

B. GENERAL CONDITIONS

1. The First Party 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.
2. The buses and the other employed staff for running the contracted buses will be the sole responsibility of the First Party. The staff employed to ply these buses shall be deemed to be the employees of the First Party. The Second Party 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 First Party. 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 Second Party by any law in force or as result of civil/ criminal suit, the same shall be borne by the First Party.
8. The First Party 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 First Party with no financial liability of the Second Party towards the purchase or co-lateral security, interest or mortgage payments.
2. In every bus there must be a conductor along with the driver.
3. The workers such as drivers and conductors hired for plying these buses will be hired by the First Party and their salary paid to them by the First Party. The Second Party will not pay any salary to any of the driver/ conductor employed by the First Party. These workers will have no claim or right for employment with the Second Party.
4. The Drivers and Conductors must wear uniform with Badge & Name Plates/ID Cards.
5. The First Party 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.
6. 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 Second Party.
7. A copy of buses Registrations, *not earlier than 2011* & insurance should be deposited with Second Party before the start of operation of the contract and plying of buses.
8. In every bus there should be a First Aid Box, two cameras (one in the front and the one at the back of the bus) and a Fire Extinguisher.
9. The employees of the First Party must be paid minimum wages as per minimum wages act by the First Party and their other liabilities of PF; ESI etc. should be borne by the First Party before the 5th of every month.
10. 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 First Party, the insurer under all circumstances with no civil or criminal suits or liabilities against the Second Party or any of its officer as a result of any negligence on the part of driver, conductor of the buses.
11. The First Party has to comply/adhere with all the Guidelines/Rules as framed by DTO/Government/High Courts/Supreme Court time to time.
12. Buses should not be older more than the year 2011.
13. The vehicles must not exceed speed limit of 40 KMPH and there must not be overloading of students in the bus.
14. The buses shall carry a board showing the University Route.

15. All buses must have an external 'Golden Yellow' colour. The colour shall be as per IS 5-1994 or as amended from time-to-time by the Motor Vehicle Inspector. All the buses must have 150mm wide 'Golden Brown' coloured strip on all sides of the buses below the window level.
16. The buses shall be parked inside the boundary wall of University premises and students must be dropped inside boundary walls.
17. The buses shall not be plied for carriage of passengers on hire or rewards.
18. The Drivers and Conductors of the vehicles must have refresher course at least once in two year and First Party to ensure it within stipulated period under intimation to permit issuing authority.

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 First Party
3. No bonus/special allowance/uniform allowance will be paid to the First Party.
4. University will pay Lumsum **Rs./- per month.**
5. Rates are 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 First Party is not able to provide services as per the contract, appropriate fines will be levied on the First Party by the Second Party.

G. GENERAL CONDITIONS

1. The Second Party has the right to terminate the contract before the expiry of its term in case it is felt that the performance of First Party under this contract is not up to the standard.
2. The failure of the First Party to provide the necessary buses, conductor and drivers etc. would empower the Second Party to engage any other person or firm for the said purpose and any expense incurred or loss due to higher price being paid by the Second Party shall be recoverable from the First Party.

We agree with the terms & conditions as mentioned above.

M/s
(First Party)

Registrar
(Second Party)