

General terms and conditions

I. Introduction

1. The bus to be provided must be in a good road worthy condition, and should have atleast 50+ seating capacity for transporting students, staff, teachers of the University and also for Kendra Vidhalaya School-II.
2. Availability of the bus must be with medically fit drivers who hold valid Driving License and helper/conductor.
3. Bus will be under the administrative control of the Pondicherry University, Puducherry, during the hiring period.
4. Bus may be used for transporting the students, staff etc., from in and around Puducherry within the radius of 22 Kms.
5. The Contract for hiring of the bus will be initially for a period of two years. However, the contract may be extended for further period of two years on the revised rate, terms and conditions, mutually agreed between the University and the Contractor, if the services of the contractor are satisfactory during the initial period of two years.

II. Eligibility Conditions

1. The proposed contractor should be in the transport business for atleast three years.
2. The contractor should hold atleast 05 Nos of buses either under his own name or firm's name and should convey his unconditional acceptance to operate 23 buses to the University once selected contract is awarded.
3. The Contractor should have valid registration with Service Tax Department and should submit a copy of Service Tax Registration Number.
4. The Contractor should hold his own service station, workshop and mechanics to provide instant and regular maintenance service for the buses offered to the University.

III. Earnest Money Deposit:

1. The earnest money of all the unsuccessful parties will be returned as early as possible after the expiry of the period of the bid validity and after issue of the work order. No interest will be payable by the University on the Earnest Money Deposit.

Forfeiture of Earnest Money: the earnest money will be forfeited in the following cases:

- i. Earnest Money is liable to be forfeited and bid is also liable to be rejected, if the party withdraw or amends impair so derogates from the tender in any respect with in the period of validity and/or after opening the tender.
- ii. When the party does not deposit the security money after the work order is given.
- iii. If the successful bidder fails to provide the bus within the prescribed time after the confirmed orders.
- iv. When information/certificate/document furnished is found to be false at any stage.
- v. When the bid documents have been manipulated or altered after they are downloaded from the website.

IV. Important Statutory and other operational terms to be finalized in the Pre-Bid Meeting

1. In the Pre-Bid Meeting to be organized by the University with the shortlisted firms, the following important statutory and operational terms and conditions may be finalized for preparation of RFP document. Hence, the parties are instructed to come with clear idea and proposal on the following issues:-

- i. Whether the ownership of the buses put into University service are to be necessarily, registered in the name of the Registrar, Pondicherry University for obtaining Private Service*

Vehicle (PSV) permit.

ii. Whether any other alternative method is available to obtain route permits without ownership transfer of the buses. If it is available, the approximate additional cost required by the Contractor for obtaining such route permit per bus per year.

iii. Whether the above said procedure of ownership transfer can be skipped by any other official procedure as it is followed by the Department of Education, Government of Puducherry for operating ONE RUPEE Bus for the school and college students of Union Territory of Puducherry.

iv. Whether the Contractor is capable to provide brand new buses (approximately 20 Nos), to commence this new contract as per this EOI. If not possible, the Contractor is capable under which category as denoted below in para no..v or vi to provide the required buses.

v. Whether the Contractor is willing to provide all the buses (approximately 20 Nos) which were purchased not earlier than 05 years.

vi. Whether the Contractor is capable provide all the buses (approximately 20 Nos) which were purchased not earlier than 10 years.

vii. Whether the Contractor prefer to quote uniform rate for all the routes buses on monthly basis by averaging the distance or prefer to offer different rates for different trips.

viii. Whether the Contractor prefer to quote his rate for internal campus trips on per trip per month basis or to offer a comprehensive rate for these 52 trips for whole month.

V. General Terms and conditions

1. The contractor will have to give a written undertaking that he accepts all the terms and conditions of this tender. The contractor should also submit the tender document duly signed and stamped in all the pages.

2. Service Provider shall not engage any person below 18 years of age.

3. University reserves the right to cancel the bids or a particular part without assigning any reason under administrative grounds.

4. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, insurance, etc. necessary for the running & maintenance of bus will be borne by the contractor.

5. Contractor would be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the Contract, Commuters and University, the said driver shall be withdrawn and a fresh driver shall be provided to the university at no additional cost.

6. The bus shall be under Pondicherry University's control during the working days/hours and shall be parked in designated locations of the Pondicherry University, Puducherry when not in use during the working hours. During and after working hours, the University shall not bear any responsibility for safety of the buses.

7. Bus should be able to move freely to the neighboring States without any restrictions.

8. The bus shall be comprehensively insured against all risks (including the driver and occupants & third party). Insurance policy shall be renewed well before the due date.

9. The buses should be compulsorily within the periodicity of the duration of usage, prescribed by the University. In exceptional cases, a relaxation upto three months can be provided only for fulfillment of statutory procedure for replacement of new buses as per the condition stipulated by the University.

10. The buses offered to the University are to be complying with the conditions as laid down by the Government applicable for an Educational Institution. The buses should be painted in uniform lemon yellow color with all necessary marking on the body as per Government orders.

11. The party should assume all liabilities and keep the University away against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the bus.
12. The University has the right to enter into contract for hiring of bus/drivers with one or more service Providers/ bidders.
13. The party should not assign this contract or any part thereof to any third party.
14. The selection of the successful bidder will not only be based on L1 rate, but also the other technical evaluation such as the reputation, the technical and financial strength, the duration in the business etc.
15. Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Control clearance, RTO tax payment papers, valid driving license and all other documents that should accompany bus as per rules & regulations of applicable laws.
16. In case of break down of any bus, the Contractor shall, within two hours provide another bus at no extra cost. The University shall have absolute right to charge Rs.1,000 per day if they will not provided another bus within two hours.
17. In case of any accident to the bus, it will be the responsibility of the contractor or his representative (drivers) to lodge FIR etc. with police. All RTO issues and Traffic violations are to be taken care by the contractor.
18. The contract is only valid for providing transport service by hiring the buses from the Contractor and at no point of time the Staff of the transporter shall have any claim over the University including revision of wages, bonus, employment in the Pondicherry University, Puducherry etc.
19. Drivers should carry sufficient cash for discharging obligation on account of parking charges & toll taxes. Parking charges & toll fee will be reimbursed to the contractor. Proper supporting documents would have to be submitted along with such claims.
20. Lodging, boarding, transportation of drivers shall be the contractor's responsibility.
21. The driver provided by the contractor should fulfill the following conditions:
 - i. Should be in possession of valid commercial driving license issued by RTO for the class of bus he is driving.
 - ii. Should wear uniform which should be properly washed /ironed.
 - iii. Should be well qualified and should be able to read and write, and have minimum three years of experience as driver.
 - iv. Should not smoke; chew Pan/Pan masala/Tobacco inside the bus both while driving or otherwise.
 - v. Should not get indulged in any activity in indicial to security of the officers, staff and students traveling in his bus.
 - vi. Should be in possession of Mobile phone with valid connection.
 - vii. Should not use mobile phone, while driving.
22. In the event of driver not being in presentable dress, not behaving properly, engaging in rash and unsafe driving, the University shall have right to expel or refuse entry to such of the driver and bus to be treated as absent.
23. Statutory Requirements: It is desirable to have the Registration with EPF, ESIC (if applicable) Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they shall obtain the same within one month of commencement of Contract.
24. Driver should be alert/care full enough to take care of items/material kept in the bus.
25. Bus should carry portable fire extinguisher.

26. The Tentative routes and internal trips for which the Contractor is required to provide bus service is given below:-

Sl.No	Route	No of buses
1	From Villianur via Moolakuma - Puducherry	05
2	From Thavalakuppam via Ariyankuppam - Puducherry	01
3	From Ariyankuppam via Muthaliarpet- Puducherry	04
4	From Jipmer via Balaji Theatre - Muthialpet	04
5	From Puducherry Town via Ashok Nagar - Muthialpet	02
6	From Reddiarpalayam via Nellithope - Old Law College	02
7	From Lawspet via Muthialpet - Pillaichavady	01
8	From Thengathittu via Nellithope - Bharathidasan College	01
9	From Iyyakuttipalayam via Rajiv Gandhi Statue- ECR	01
10	From Puducherry Town via Saram - Kandan Complex	01
11	From Arumathapuram via Kamban Nagar - Rajiv Gandhi Hospital	01
12	In-Campus round trips covering 7 Kms distance per trip using 04 buses simultaneously in peak hours	52 trips per day

Registrar (i/c)
Pondicherry University