

UNDERTAKING FOR RUNNING BUS SERVICE for IIU

I (_____) hereinafter referred to as "Contractor" hereby undertake to provide a bus service of (42) seater **Bus No:** _____ on hiring basis hereinafter call the "Bus" to Indus International University at Village Bathu, Una Himachal Pradesh as specified in the underwritten rates for different distance slabs.

Distance. No:	Code	Actual Distance in Kilometers	Max. Rate (Rupees/Per Km)
01		50-80	31/- (Rs. Thirty One Only)
02		81-100	30/- (Rs. Thirty Only)
03		101-120	29/- (Rs. Twenty Nine Only)
04		121-160	28/- (Rs. Twenty Eight Only)
05		161-200	27/- (Rs. Twenty Seven Only)

I understand that for the current academic year 2018-19, I am allocated route as per distance code no: 4 and I hereby accordingly undertake to provide the bus service as follows.

S. No	Items	Terms	Details
a)	Basis of this Undertaking	Distance Code No:	(Total _____ K.M up & down)
b)	Route		
c)	Timing		As specified by university officials
d)	Validity of Undertaking	3 years.	3 years starting from _____ 2018 to _____, 2021, subject to rate renewal (as applicable) every 6 months & Contract renewal fee of Rs 1000/ will be charged to the contractors
e)	Payment	As per rate applicable for the distance travelled and route allotted	Rs. ___per Km for at least 9 months (<i>working days only</i>) in a year, subject to the assigned route and the actual distance travelled. The details below.

I hereby agree to abide by and fulfill all the terms, conditions & rules of the said undertaking, annexed here (Annexure- I & II) as applicable or in default thereof, to forfeit and pay to Indus International University any dues or loss thereon, due to this undertaking, at Village Bathu, Distt.Una, Himachal Pradesh.

Yours Sincerely,

(Bus Contractor)

Basic Information

Following Documents are to be submitted by the Contractor:-

General Bus info:-

- a. Driver Name and Full Address.
- b. Phone No.
- c. Emergency Phone No.
- d. University Phone No.
- e. Student Nos. travelling on the bus:
- f. Faculty -In-Charge:

1. Technical Bus Data:

- a) **Vehicle No:**-----**ChassisNo:**-----
- b) **Make:** -----**Model No:**-----
- c) **Year of Manufacture:** -----**year of Purchase:** -----
- d) **Distance Travelled before:**-----
- e) **Expected Bus Average:** -----
- f) **Security Deposit:**-----
- g) **PAN No:**-----

2. Ownership certificate of vehicle.
3. Proof of Average Annual turnover of at least 5 Lacs for last financial year
4. All Tax Payment Details including Insurances.
5. Copy to all permission from concerned authorities
6. Driver's Agreement paper with the owner including Driving License
7. All Buses to have yellow color with standard logo of IIU.
8. Highlighting Route no. & Destination on the bus.
9. Good condition of vehicle with documents of severing etc. Done at regular intervals.

**GENERAL TERMS & CONDITIONS OF
UNDERTAKING FOR HIRING BUS SERVICE**

1. **Contractor:** - Contractor undertakes to provide a bus (42 seater) service to Indus International University on hiring bases.
2. **Addresses:** - For all purposes of the undertaking including arbitration there under, the address of the contractor mentioned in the Undertaking shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Indus International University. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Signing of Undertaking:** - Individual signing this undertaking or other documents connected with undertaking must specify whether he/she signs as:-
 - 3.1 A "sole proprietor" or the concern or constituted attorney of such sole proprietor.
 - 3.2 A partner of the firm, if it be a partnership firm, in which case he/she must have authority to execute agreements on behalf of the firm and to refer to arbitration disputes concerning the business of the Partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
4. **N.B.**
 - 4.1 In case of partnership firm, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamp paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - 4.2 In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
5. **Penalty:**
 - 5.1 In case of breach of any conditions of this undertaking and for all type of losses caused including excess cost due to hiring of buses from the market in the event of Contractor failing to provide requisitioned buses or not providing buses in time, The Registrar, Indus International University shall make deductions at double the rate of Hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other undertaking or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Indus International University.
 - 5.2 After signing of new undertaking and release of order for new bus route the contractor will provide all the required documents i.e Vehicle Registration, insurance, Pollution, SRT, Fitness, Driving license, Passing, Token Tax within the duration of four month. If contractor failed to submit the required documents in **four months** according to new undertaking then the fine of Rs. 500/- day will be charged to contractor and full month penalty amount will be deducted from the monthly running bill of contractor.
 - 5.3 The powers of the Registrar, IIU under this condition shall in no way affect or prejudice the powers in certain events to terminate this undertaking vested in him as herein provided.
6. **Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, the Registrar, IIU will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the University in that event.
7. **Subletting of Work:**

The University expects that Contractor to provide new buses. The details have to be given in the provided format given. The Contractor shall not assign or sublet the entire work or any part of it to any other person or party.

8. Terms of payment:

8.1 Payment shall be made neither in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

8.2 The contractor shall submit the bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment. TDS deduction shall be affected.

8.3 All payments shall be directly deposited in Bank Account only (**PNB Preferred**).

8.4 Registrar, IIU shall be at liberty to withhold any of the payments in full or in part towards recovery of penalties mentioned in preceding paragraphs.

8.5 The amount to be paid as per the term "payment" mentioned in the paragraph includes undertaking covers all costs and charges for all types of payment due expenses to the contractor, arising on account of this undertaking.

8.7 Agreed rates as mentioned above are fixed for a period of One year. Upward/Downward change in rates will not be considered due to any hike in Diesel prices or taxes during the period of this undertaking for one year. Currently Diesel Rate is Rs _____ per liter, Government Levies: Token Tax is Rs. _____ Per Quarter and SRT Rs. _____ per year and comprehensive Insurance for current one year is Rs. _____.

Only after one year, based on actual prices of diesel if there is an increase/decrease in the price of diesel beyond Rs. 1.50 per liter, the amount will be increased/decreased to the extent of increase/decrease in diesel expenses (currently as on Date _____ being Rs. _____ per liter. The calculation of increase/decrease in diesel expenses will be done by assuming an average of 6.5 kms per liter of diesel on actual nos of days of running of bus. Similarly upward/downward change in amount of Government Levies (Taxes SRT/Token Tax), and Insurance will be affected along with diesel prices on a proportionate per km basis, on the agreed rate per km in the previous year.

8.8 IIU will pay the charges to Contractor as mentioned in this undertaking after that the Contractor will be solely responsible to pay Government Levies in time and keep up-to-date all legal papers, including (but not limited to) like SRT/Token Taxes, Insurance, Permit, Pollution Certificate (not limited to) of the Bus, without any failure.

8.9 The bus will be required by the University for its **Students/Staff** to travel on above mentioned route (Page no. 1 stamp paper) on all working days in the week as per university's instructions for which rates quoted as under will be applicable for the working days for a minimum of nine Months per Year. Rates agreed are inclusive of all consumable including Diesel and all other expenses.

9. Arbitration: If any difference arises concerning this undertaking, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations with the Vice Chancellor. If the decision of the Vice chancellor is not accepted by any of the parties further appeal may be made to the Chancellor. The Chancellor or his appointee will hear both parties and convey a decision which will be binding on both parties.

10. Either party can terminate the undertaking on serving Two Month prior notice, but the termination will become effective only at the end of the semester, under no condition shall students' pickup and drop be disrupted, during the semester.

NO PAGE OF THIS UNDERTAKING SHOULD BE REMOVED / DETACHED FROM THIS DOCUMENT. THIS IS COMPLETE IN ALL SENSE AND ALL OTHER PAPERS OR DISCUSSIONS OTHER THAN THESE SIGNED, HAVE NO VALIDITY AS FAR AS THE UNDERTAKING IS CONCERNED.

Annexure - II

Indus International University
Bus Rules for this Undertaking

Transport I/c (TI): IIU shall designate a transport in charge (TI).

1. **Document** All the documents of the vehicles including the purchase invoices, owner's manual Registration Certificate, warranty certificate, Insurance Certificate, Government Levies (Taxes), Permits shall be in the custody of the Transportation Incharge. These original and or photocopy may be given to the respective vehicle drivers or Security Officer (SO) as and when required with written receiving slip. TI to make separate files for each bus and ensure that it is kept in the vehicle.

2. **Movement of the vehicles**

No vehicle shall move from or into the campus without the written permission of the Transportation Officer who will inform the SO Security Officer to collect the same at the gate on everyday basis. The Security Officer is responsible for any movement of vehicle without proper permission from the appropriate authority.

Routes of Movement:

- a) **Buses:** The buses are engaged to bring students from different destinations to the IIU campus & back. If bus runs extra from its existing route, so it will be paid as per the route rate as written in the contract.
- b) **Timings:** For the buses, engaged to pickup students from different destinations to the Campus, a specific timing and stoppage list shall be prepared by the TI. It should be circulated among the service beneficiaries and one copy of the notice each should be affixed in the bus. Any change in time and stoppage during exams/vacations/other events should be informed as and when required in written with approval of the Transport In charge. One copy will be pasted in the bus.

Contractor will be bound to bring the students/staff well within time of the University failing which the IIU shall impose penalty upon the contractor, and he will be bound to bear the said penalty.

- c) **The logbook** of the bus is to be maintained by the respective drivers and shall be verified by the SO and Transportation Officer on weekly basis.

3. **Maintenance**

The maintenance of bus is the responsibility and at the cost of the contractor including minor and major repair. IIU shall not pay reimbursements of any kind other than that specified in this undertaking.

4. **Amendment**

Modification and amendments of the transport rule & standing rules can be made as & when required by the competent authority.

5. The bus route will not be changed during an academic year under normal circumstances. If changes are necessitated in between the academic year then additional charges (Government Levies) for new route will be paid by IIU, as per actual on submission of receipts of Government Levies. But in case if IIU changes the bus route within Himachal after one year then the increase/decrease in the government levies will be proportionately affected in the agreed upon rate per km. contractor will bear (Government Levies) for new route which will be decided by us, but in case after one year if we change the bus route within the State as earlier then Contractor will bear Government Levies. If Himachal route bus go on Punjab route then all state tax charges will be paid by IIU to the contractor and same will be applicable for Punjab route bus contractor.

For /on/Behalf of

Indus International University
Registrar