

CONTRACT FOR SERVICES

by & between

[..... (Kolhan University, Chaibasa)]

and

(‘Service Provider’)

_____, 2018

Kolhan University, Chaibasa

[On a Non-judicial stamp paper of appropriate value as applicable in the state of execution]

This service contract (hereinafter referred to as the “**Contract**”) is made at [●], on this the [●] day, of [●], 2017:

By & Between

THE [.], acting through the [.] , with its office at [●] (herein after referred to as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include any successors-in-office and permitted assigns) of **ONE PART**; and

And

[**NAME OF THE SERVICE PROVIDER**], a [¹*sole proprietor/company/partnership firm*] [*incorporated/* registered under applicable laws], and having its registered office at [●] represented by its director/partner, Mr. /Ms. [●], authorized vide board resolution/letter of consent dated [●] (hereinafter referred to as the “**Service Provider**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Client and Service Provider are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

¹ To be modified based on the nature of entity selected

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WHEREAS:

- a) The Client had, vide Tender Document bearing number [●], invited proposals from eligible entities, with a view to procure Services.
- b) M/s [●], in response to the said Tender Document submitted its proposal, which pursuant to evaluation in accordance with and subject to terms thereof, was determined as best offer, and, accordingly, vide Letter of Award dated [●], was awarded the Contract to provide Services subject to and in accordance with terms thereof and more particularly terms and conditions of this Contract.
- (b) The Service Provider, having represented to the Client that it has the required professional skills, and personnel and technical resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, it is agreed by and between the Parties hereto as under:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Scope of Services
 - Appendix B: Liquidated Damages (for shortfall in Services)
 - Appendix C: Form of Performance Guarantee
 - Appendix D: Form of Advance Security Guarantee.
2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in this Contract, interalia including:
 - (a) the Service Providers shall carry out the Services subject to and in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Service Providers at L1 Rates subject to and in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Parties, through their respective authorized officials subscribe their respective signatures and seals hereto on this _____ day of _____ 2017.

Kolhan University, Chaibasa

For and on behalf of [.] ('Client')

(Authorized Signatory)

For and on behalf of _____ ('Service Provider')

(Authorized Signatory)

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I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms & expressions, whenever used in this Contract, shall have the following meanings hereinafter respectively ascribed to them:

- a) “Advance Payment Guarantee” shall mean advance payment guarantee to be furnished by Service Provider by way of bank guarantee issued by a scheduled commercial bank in India for an amount equivalent to mobilization advance disbursed in terms of this Contract and as per the format enclosed at Appendix D hereto.
- b) “Applicable Law” shall mean all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- c) “Applicable Permits” shall mean any and all permission, clearances, consents, approvals, authorisations, notifications, acknowledgements, licenses, no-objections and permits of any Government authority required in connection with and/or for undertaking, performing or discharging the Service obligations or fulfilment of the Service requirements as contemplated in this Contract.
- d) “Contract Value” shall mean the aggregate amount computed as arithmetic product of: (i) the Category and number of Bus deployed [as per details set out at Annexure I [Appendix A]; and (ii) the L1 Rate quote of Service Provider made in its Financial Bid under RFQ cum RFP in respect of the said Category, based on which it was selected . For the purposes of this Contract, the term “L1 Rates” shall mean the respective rate corresponding to relevant category of Bus, as quoted by selected Service Provider in its Financial Bid under the RFQ cum RFP and reproduced in Annexure I of Appendix A hereto.
- e) “Contract” means this Contract signed by the Parties and all the attached documents listed in its Clause 1 hereto, that is General Conditions (GC), the Special Conditions (SC), and the Appendices, as of the date hereof.
- f) Confidential Information” means all documents and other

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forms of information, including oral and electronics communications, disclosed by a Party or its representatives to the other Party or that Party's representatives in connection with this Contract and expressly or impliedly indicated to be confidential.

- g) "RFQ cum RFP" means the tender document bearing number [².] issued by Client, pursuant to which Service Provider submitted its financial bid ("Financial Bid") in terms of Monthly Rate quote for specific category of Bus to be plied on designated route, and accordingly was selected for provision of Services on need basis in terms thereof and the relevant work order and contract issued in respect of such Services ;
- h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- i) "GC" means these General Conditions of Contract.
- j) "Government" means the Government of Jharkhand, Government of India or any other government entity(ies) as the context may admit and/or require.
- k) "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from the Service Provider in accordance with the best practices, methods and standards that are generally accepted internationally for such services under conditions comparable to those applicable to the Services, and consistent with the Laws of India
- l) "Local Currency" means the Indian National Rupees/ "INR" or i.e the lawful currency of the Republic of India.
- m) "Liquidated Damages" shall mean the mutually pre-agreed genuine estimate of the loss suffered by relevant Party on account of non- performance and/or non-observance of obligation(s) or any covenants by other Party; as per the rates as more particularly set out in **Appendix B** hereof.
- n) "L1 Rate" shall mean the lowest rate quoted by selected operator in its Financial Bid submitted pursuant to RFQ cum RFP.
- o) "Material Adverse Effect" means circumstances which may

² RFP No.

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or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract

- p) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- q) Deleted
- r) Deleted

- s) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them.
- t) “Performance Security” shall mean performance security to be furnished by Service Provider by way of bank guarantee in terms of this Contract and **Appendix C**
- u) “Personnel” means persons hired by the Service Provider or by any of its contractors, and assigned to the performance of the Services or any part thereof.
- v) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- w) “Service Provider” shall mean and refer to entity set out in Array of Parties that will provide the Services to the Client in accordance with terms of this Contract
- x) “Services” means the work to be performed by the Service Provider as per the details set out at Appendix A, Good Industry Practices, Applicable Permits, Applicable Laws and other terms and conditions of this Contract.
- y) “Service Level Requirement” shall mean the performance levels, outputs, standards, methods, skills, care, diligence (that would change from time to time) and that is deployed by any reasonable industry player in India, that Service Provider has to adhere to and comply with;.
- z) “Bus Service” shall mean the service render by the Service Provider for transportation of Female students under

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“Vishwavidyalaya Mahila Bus Sewa scheme”

- aa) Deleted “Operation Day” shall means the day when Service Provider is notified by the client to deploy and provide Bus Service.

**1.2 Law
Governing
Contract**

This Contract and any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, validity, termination, interpretation or enforceability shall be governed by and construed in accordance with the laws of India.

**1.2.1 Relation
between the
Parties**

The Parties unconditionally agree and understand that this Contract is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between as between the Client and the Service Provider or Personnel. The Service Provider, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. None of the Parties shall be entitled to, by act, word, or deed or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent of the other Party

1.2.2 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

The headings shall not limit, alter or affect the meaning of this Contract.

1.3 Notices

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- 1.3.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.3.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 13.3** Notice will be deemed to be effective as specified in the SC.
- 1.4 Location** The Services shall be performed at such locations as are specified in work order.
- 1.5 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider, may be taken or executed by the officials specified in the SC.
- 1.5. Authority of Member in Charge**
In case the Service Provider is a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.6 Taxes and Duties** The Service Provider, sub-service providers, and their Personnel shall, save and except as expressly provided otherwise, be responsible to pay all taxes including indirect taxes, duties, fees, and other impositions whatsoever, as is levied under the Applicable Laws, and the Client shall not bear or be construed as bearing any liability for the same.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date on which the Contract comes into effect shall be the Effective Date.
- 2.2 Commencement of Services** The Service Provider shall commence the Services as specified in the SC Clause 2.2.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period commencing from the Effective Date, as is specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract by Client for remedying any unforeseen adverse circumstances/events, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties.
- 2.5 Force Majeure :**
- 2.5.1 Définition** (a) For the purposes of this Contract, “Force Majeure” means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘**Affected Party**’) from performing its obligations under this Contract and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Contract. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, revocation of approvals, no objections, consents, licenses granted by the Government, change of laws, action and / or order by statutory and/or Government authority, third party action or any other act of commission or omission or cause beyond the control of the party affected thereby.
- (b) Force Majeure shall not include (i) any event which is caused by

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the negligence or intentional action of a Party or such Party's sub service providers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to,

(A) take into account at the time of the conclusion of this Contract; and/or

(B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract, in so far as such inability arises from an event of Force Majeure, provided that (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than 2 (two) days from such event, about the occurrence of such an event.

2.5.3 Measures to be taken (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible and in no case later than 2 days from cessation of such event.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time Any period within which a Party is, pursuant to this Contract, required to complete any action or task, shall be extended for a period equal to the time during which such Party was unable to

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perform such action as a result of Force Majeure.

2.5.5 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider only be entitled to the payment duly accrued to it in accordance with terms of this Contract including the payment schedule set forth as GC clause 6.

2.5.6 Consultation Not later than thirty (30) days after the Service Provider, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Client is not able to perform any of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1, and, in case of such an occurrence, the Client shall give, not less than fifteen (15) days' written notice of termination, to the Service Provider; provided a written notice of sixty (60) days' shall be given in the case of termination on account of the event referred to in (e).

- (a) If the Service Provider does not remedy a failure in the performance of its obligation(s) under the Contract, within twenty (20) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If any receiver, liquidator, trustee or administrator or similar official has been appointed for Service Provider or winding up, insolvency or dissolution proceedings in respect of Service Provider have been initiated.
- (c) If the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Service Provider fails to comply with any final decision

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reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Service Provider The Service Providers may terminate this Contract, by not less than sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due and payable to the Service Provider subject to and in accordance with terms of this Contract and such claimed amount is not subject to dispute pursuant to Clause GC 7 hereof; within sixty (60) days after receiving written notice from the Service Provider that such payment is due in accordance with terms of this Contract.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, as the case may be, the Client shall make the following payments to the Service Provider (subject to and after deduction against these payments for any amount (including Liquidated Damages) that may be due from the Service Provider to the Client):

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed in accordance with terms hereof, prior to the date of termination;

2.7 Suspension

The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding twenty (20) days after receipt by the Service Provider of such notice of suspension.

2.8 Cessation of Rights and obligations

Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.6 or upon expiration of this Contract pursuant to Clause 2.3 hereof, as the case may be, all rights and obligations of the Parties hereunder shall

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cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, as the case may be, including its right to claim and recover money, damages and other rights and remedies which it may have in law or contract (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) Recourse to Arbitration and Indemnity obligations; and (iv) any other right which a Party may have under the Applicable Law.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 Standard of Performance /

The Service Provider shall perform the Services and carry out their obligations hereunder with due diligence, efficiency and economy, in compliance with Service Level Requirements, and in accordance with Applicable Permits, Good Industry Practices, and Applicable Laws, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall at all times be wholly responsible for and in respect of its dealings with sub-service providers or third parties; and shall fully indemnify Client in respect of any claim, proceedings, actions, losses arising in connection thereof or in relation thereto. In the event the Services do not conform with the relevant Service Level Requirements, the Authority shall inform the Service Provider and the Service Provider shall immediately without any delay take such remedial action as is necessary to ensure compliance with the Service Level Requirements. The Supplier shall ensure that the goods being handled as part of its Services are free from material defects in materials and workmanship and remain so after delivery

3.1.2 Performance Guarantee

Performance Security / Advance Payment Guarantee

The Service Provider shall as security for the due and faithful performance and discharge of all its Service related obligations set out in terms of this Contract, procure and furnish to the Client as per terms of SC, a Performance Guarantee from a scheduled commercial bank in India acceptable to the Client for an amount equivalent to ‘.....’, which shall be kept valid and subsisting for the period stated in the SC Clause 2.1 (b). Such guarantee shall be in the form set forth in Appendix C hereto. The

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Liquidated Damages levied on Service Provider on account of non-performance, non-observance of obligations, by Service Provider shall be liable to be recovered by way of encashment of part or full Performance Security, and in case of such encashment, the Service Provider shall forthwith replenish to its original value or provide a fresh Performance Security, as the case may be, within seven days of such encashment, failing which this Contract shall become liable for termination.

3.1.3 Advance Payment Guarantee

The Client may in its sole discretion , pay, within 15 days of execution of this Contract, by way of mobilization advance, an amount equivalent to INR [.]³; secured by Advance Payment Guarantee of equivalent amount; towards mobilization of manpower / equipment's etc; which guarantee shall be valid for the period stated in the SC Clause 2.1 (a). Such guarantee shall be in the form set forth in Appendix D hereto. The mobilization advance paid shall be adjusted towards Contract Price as per GC clause 6 and SC Clause 8.1

- 3.2 Prohibition of Conflicting Activities** The Service Provider shall not engage, and shall cause their Personnel as well as their sub-service providers and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Service Provider and the Personnel shall not at any time communicate to any person or entity any Confidential Information acquired in the course of the Services.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain at its cost, and shall cause any sub-service providers to take out and maintain, at their cost, as the case may be, but on terms and conditions approved by the Client, such insurances as Service Provider may reasonably consider necessary or prudent in accordance with Good Industry Practice. The insurance policies so procured shall mention Client as co-insured insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

³ Advance payment

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- 3.5 Service Provider's Actions Requiring Client's Prior Approval** The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract with the sub-contractors for the performance of any part of the Services,
 - (b) any other action that may be specified in the SC.
- 3.6 Reporting Obligations** (a) The Service Provider shall submit to the Client monthly reports recording the compliance or otherwise of the relevant Service obligations in the preceding Month and the remedial action taken for avoiding re-occurrence of the same.
- 3.7 Liquidated Damages** (a) The Service Provider shall provide the Services in such manner so as to meet its Services related obligations [including the Key Deliverables] as set out herein. In the event of failure/shortfall in meeting the Service obligations, the Service Provider shall be liable to pay the Liquidated Damages as per terms of Appendix B, which shall be recovered from the payment due (and if required from Performance Security) to the Service Provider, and Service Provider expressly and irrevocably agrees to the same.

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3.8 Law Governing services Primary responsibility of complying with all the requirements of the Applicable Laws/ local customs and practices shall be of the Service Provider and the Service Provider shall keep the Client (including its employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof.

3.9 Obligations including Indemnity Obligation Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CLIENT to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to CLIENT or any other authority under Law.

In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the CLIENT is put to any loss / obligation, monetary or otherwise, the CLIENT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. Notwithstanding the above, CLIENT shall be entitled to seek such remedial action as may be warranted.

The Service provider shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in CLIENT, which shall be a condition precedent for payment of its bills.

Service Provider shall, at its own cost and expense, indemnify, defend and hold harmless, Client and its officers, directors, employees, representatives, agents, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) any other loss, claim , arising from or relating to a breach, non-performance or inadequate performance by Service Provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties, as set out under this Contract.

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Service Provider hereby represents and warrants that :-

3.10 Representation
& Warranty

- a) It is in good standing and that it has full authority to enter into this Contract and subject to obtaining the necessary approvals under the Applicable Law, to perform its obligations hereunder according to the terms hereof
- b) It has full power and authority to enter into this Contract and to take any action and execute any documents required by the terms hereof; and that this Contract, entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this Contract are duly empowered and authorized to execute this Contract and to perform all its obligations in accordance with the terms herein
- c) Neither the execution and delivery of this Contract, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Contract, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.

4. SERVICE PROVIDER'S PROHIBITIONS & PERSONNEL

- 4.1 Service Provider agrees not to undertake, directly or indirectly, any of the following practices or actions, the violation of which shall be deemed a material breach and may result in immediate termination

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of this Agreement:

- i. make any representations or promises on behalf of Client other than those which have been expressly permitted under this Agreement;
- ii. use Client's name, service marks, or logos (or any misspellings or variations thereof) in a manner not expressly authorized by this Contract unless otherwise approved by Client in writing;
- iii. infringe any Client's proprietary rights;
- iv. register or seek to register any trademark, service mark, service name, or domain name, which includes, relates to, or is confusingly similar to those of Client; and
- v. transfer, assign, distribute, sell, or otherwise grant to any third party any rights under this Agreement.

4.2 The Service Provider shall employ such qualified and experienced Personnel as are required to carry out the Services. It is expressly agreed and understood by Parties that the Service Provider shall be wholly responsible for engaging the required Personnel for due provision of Services including in relation to their salary, benefits, statutory payments, perks and contribution towards any benefits, as would be payable under Applicable Laws for the duration of their deployment.

The Service Provider shall have no claim for any costs, expense arising out of or incidental to any appointment, removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance The Client shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance as is reasonably

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required to enable Service Provider perform its Services; as more particularly to be specified in the SC. The Client shall make available to the Service Provider, the immovable infrastructure, namely, physical space, required in respect of the provision of Services. In this regard, the Parties hereto agree that, the Service Provider shall be responsible for arranging all the moveable equipment's/goods as would be required for fulfilling its obligations herein.

6. PAYMENTS TO THE SERVICE PROVIDER

- 6.1 Selected L1 Rates (as quoted in Financial Bid) based Payment** (a) In lieu of the Services rendered by the Service Provider, the Client shall make monthly payment to the Service Provider based on the L1 Monthly Rates quoted by the selected Service Provider; under the Financial Bid submitted in terms of RFQ cum RFP. The payment in terms hereof shall be adjusted against the Liquidated Damages computed and levied against deficiency in Bus Services during relevant Month, and processed on monthly basis after submission of Invoice and other supporting documents.

Further, the payment of billed amount shall be made subject to submission of proof/receipt of statutory payment made, in respect of which Client shall bear no liability whatsoever.

(b) The payment shall be made along with applicable GST, but shall be subject to applicable Tax Deduction at Source.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

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8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

9. WAIVER OF SOVEREIGN IMMUNITY

The Client hereby irrevocably and unconditionally agrees that it is subject to the jurisdiction of the relevant arbitral tribunal and the courts of applicable jurisdiction in India in support of arbitration proceedings with respect to its obligations hereunder, and that the execution, delivery, and performance of this Contract constitute private and commercial acts of Client.

10. RIGHTS CUMULATIVE WITH THOSE AT LAW

Subject to Dispute Resolution provision set out herein, the Powers, rights and remedies conferred on the Parties herein, including the

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rights of termination, shall be in addition and without prejudice to all other powers, rights and remedies available to the Parties in accordance with the Applicable Laws.

11. Duty to Mitigate

Each Party agrees that it has a duty to mitigate damages and covenants that it shall use commercially reasonable efforts to minimize any losses it may incur as a result of the other Party's performance or non-performance of this Contract.

12. Right to Specific Performance

If any Party fails to perform its obligations under this Contract, the other Party shall have the right to require specific performance of the obligation not performed.

13. Waiver

The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence to the other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect the further or other exercise of such right or of any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

14. Further Assurances

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

15. No Third Parties

This Contract is intended solely for the benefit of the Parties and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, or confer any right of suit or action on any person not a party to this Contract.

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16. Entire Agreement

Each Party confirms that:

(i) in entering into this Contract it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out or referred to in this Contract; and

(ii) in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Contract, are as set out in this Contract

17. Severability

If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal, unenforceable or against public policy, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and, which to the greatest extent possible, achieves the Parties' original commercial intention.

18. Counterparts

This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original.

19. Expenses of the Parties

Each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and registration of this Contract; provided however, the Service Provider shall bear the stamp duty and registration charges (if any) in respect of execution of this Contract.

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II SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract. The SCC shall irrespective of anything contrary contained in GCC, prevail over GCC.
1.3	The addresses are: Client : Client [...(Kolhan University,Chaibasa entity)] Attention: _____ Facsimile : _____ E-mail: _____ Service Provider: _____ Attention: _____ _____ Facsimile: _____ E-mail: _____
1.3.3	Notice will be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes, 24 (twenty four) hours following confirmed transmission.

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	<p>(c) In the case of telegrams, 24 (twenty four) hours following confirmed transmission; and (d) In the case of facsimiles, 24 (twenty four) hours following confirmed transmission.</p>
1.5	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Service Provider: _____</p>
2.2	<p>The date for the commencement of Services shall be from _____.</p>
2.3	<p>This Contract shall be valid for a period of _____ from the Effective Date.</p>
3.1.2	<p>The Service Provider shall furnish within 7 (seven) days of the execution of this Contract, an unconditional Bank Guarantee from the scheduled commercial Bank (ACCEPTABLE TO CLIENT) as per specified format, for an amount equivalent to ...10 % of Contract Value..... as Performance Security valid for a period of 180 days beyond the date of completion of Services. The Bank Guarantee will be released by Client upon expiry of such 180 days beyond the date of completion of Services.</p>
3.1.3	<p>Not applicable for the purposes of this contract.</p>
3.4	<p>The risks, related obligations and the coverage shall be as follows:</p> <p>(a) The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for action in accordance with law .</p> <p>(b) The service provider will be responsible for compliance of all statutory</p>

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	<p>provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them With Client. The Client shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts</p> <p>(c) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Service Provider and of any sub-service providers, in accordance with the relevant provisions of the Applicable Laws,; and</p> <p>(d) insurance that may be necessary to protect the Client ,its employees and assests including rioting and all force majeure events that are insurable.</p> <p>(e) any other insurance as required as per Good Industry Practice.</p> <p>(f) Any legal liability of Service Provider in respect of loss or damage as a result of the death and/or personal injury suffered by an employee of Service Provider or any person for whom Service Provider is responsible</p> <p><i>All insurances and policies should start from the date of commencement of services and remain effective during term of Contract.</i></p>
<p>8.2</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Dispute Settlement</p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, which could not be settled amicably, shall be settled by arbitration in accordance with following provisions:</p> <p>(ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator appointed mutually by Parties.</p> <p>(iii) Arbitration shall be conducted subject to and in accordance with Arbitration & Conciliation Act 1996, as amended from time to time</p> <p>(iv) The language of the arbitration shall be English</p> <p>(v) The Seat of Arbitration shall be Ranchi</p> <p>(vi) This arbitration agreement as embodied in this Clause 8.2 of SC, and any dispute or claim arising out of or in connection with this arbitration agreement, including its interpretation, subject matter and formation, shall be governed by and construed in accordance with the laws of India</p>

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6.1	<ol style="list-style-type: none">1. Payments shall be made to Service Provider against monthly Invoice submission. Service provider shall submit the Invoice containing following information:-<ol style="list-style-type: none">a. Registration number of each bus and type of bus deployed for Bus Service.b. Kilometer travelled by each Bus rendering the service in the particular month as per the log book.c. Total amount and applicable taxes.2. Client shall provide annual increment of 5 % towards Monthly Rate.3. For payment towards the reimbursement of diesel cost on actual consumption average price of diesel of the particular month shall be considered.

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III. Appendices

Appendix - A

Scope of Services

1. Background

[.]⁴, intends to hire a Service Provider to supply, commission, operate and maintain diesel fuelled 51/41/36 seater buses under “Vishwavidyalaya Mahila Bus Sewa” schemes. The objective of the scheme is to facilitate female students living in far-flung places in Jharkhand to commute easily to and from the government universities and colleges located in Jharkhand. The scheme will ensure maximum participation of female candidates in higher education and help in reducing drop-outs by female students in the state educational institutions. Details of scheme is available in **Annexure 3**.

2. General Requirement

1. Supply commissioning, operation & maintenance of diesel fuelled fully built buses of following categories for education institution in state of Jharkhand.

S.N	Category of Bus	Quantity	Fuel
1.	51 Seater Non AC Bus		Diesel
2.	41 Seater Non AC Bus		Diesel
3.	36 Seater Non AC Bus		Diesel

⁴ Name of authority inviting bid.

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2. Best fuel efficiency coupled with safety and comfort which shall be applicable in education institution.
3. Service provider shall submit detailed specs of offered Bus against each item / parameter, ensuring that offered Bus specs fulfil and or exceed all requirements.
4. The service provider will have to produce RTO Fitness certificate for each bus every year.
5. The Buses shall have Board of “Vishwavidyalaya Mahila Bus Sewa”.
6. Each buses shall be fitted with GPS device and. Responsibility of installation & maintenance of GPS device shall be with Service Provider and it should be function.
7. Deployed buses under above said schemes shall not be more than 3 years old and also the maximum life of plying buses shall not be more than 15 years.
8. The Registered Office or one of the Branch Offices is located in Jharkhand.
9. If registered office /Branch office of Bidder is not located in Ranchi, in that case Bidder shall provide an undertaking on letter head by authorized signatory that bidder shall open branch office in Ranchi within 2 months after issue of LOI
10. Buses to be available the scheduled time on the allotted stops
11. Buses to operate on pre-agreed routes (or daily roster whatever is applicable)

3. Technical Requirement

Service provider is expected to provide all items required for proper functioning of Buses in accordance with the best current practices and as per industry standards whether included in these specifications or otherwise. The buses shall be highly energy efficient and shall not contribute to pollution levels.

The following criteria shall be maintained strictly.

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1. The vehicle should contain full Air Brake System
2. Emergency Exits: All college buses shall have an emergency door on rear half of the bus on the right hand side or an emergency exit on the rear side of the bus. The lower edge of the emergency door shall be at the level of the bus floor and top edge shall be at the level of window upper edge.
3. Vehicle Entry: The maximum height shall not be more than 400 mm from the ground.
4. Storage Racks: Hat rack shall be provided on both side to store the belongings of college student such as bags, lunch box and water bottles.
5. Door: Bus shall have total 3 doors comprising driver entrance, passenger entrance and emergency exit.
6. The Back Rest of the seat should be high (i.e. Head Rest) to ensure the comfort of long distance passengers.
7. Ventilation in Drivers Cabin to be provided for driving comfort.
8. Rubber mounted split window to be provided
9. One manually operated Jack Knife passenger door in middle position/front of the bus to be provided.

4. Technical Specification

1. Technical specification shall be standard as per manufacturer for required category.

5. Commencement of Service

1. The Buses shall be procured by the Service Provider as per the Technical Requirement and Technical Specifications as stipulated in scope of service of RFQ cum RFP document. The service provider shall get approval on bus from authority before commencement of service.
2. Service Provider shall start the service within 3 weeks from the issue of LOI.
3. The service provider shall ensure that the Bus Service is in operation from the Commercial Operations Date, unless otherwise agreed in writing by authority and subject to authority obtaining the required Applicable Clearances and Bus Permits.

6. Monitoring

1. Evaluation of Performance of Operator

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The Authority shall review the performance of the Service Provider, based on three sets of parameters, indicated broadly as follows:-

Sl.No	Performance Parameter	Appraisal Time Period	Mode
1	Bus Maintenance	Monthly and Random Checking	Physical checking
2	Bus Service	Daily basis	Through GPS system connected with Central Control Centre and operations registers to be maintained by the Operator and inspected by the Authority.
3	Staff Behavior	Through random checking	Physical checking during operation hours, complaint call and letters from passengers.

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7. Statutory Requirement, Compliance with Act Law

1. The service provider shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicle Act 1988 (MVA) along with any and all amendments therein and other statutory and legal requirements as applicable on the date of delivery/ registration of Buses/commencement of service /duration of contract with concerned transport authority.
2. The service provider shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Act and the Rules.
3. The service provider shall obtain a valid license/Permit under the aforesaid Act as modified from time to time before commencement of the contract and continue to have a valid Licence until completion of contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract penal provisions/termination of the contract.
4. The service provider shall pay to labour employed by it directly or through his authorized network/ Service Provider the wages as per provisions of the aforesaid Act and Rules wherever applicable. The Contractor, shall notwithstanding provisions of contract to the contrary, because to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/ Service Provider in connection with said contract, as if the labour had been immediately employed by him.
5. The service provider shall comply with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the service provider part of contract.
6. The service provider shall comply all Rule/Act/Regulation and Guidelines issued by Supreme Court of India or any other related regulatory bodies for college Buses wherever applicable in respect of operation of Bus Service in education institution.

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8. Surprise Inspection and Visit.

University/Colleges may constitute a committee for effective monitor the implementation of VMBSS. Committee can authorize any of its member for surprise inspection of Bus Service and submit the report on quality of service, maintenance of buses, safety and security features, any other related service.

9. Roles, Responsibility and Obligation of Service Provider

The Service provider's role, responsibilities and obligations relating to the Bus Service are provided herein below:

1. The service provider shall supply, commission, operate, maintain and manage the Bus Service under "Vishwavidyalaya Mahila Bus Sewa" scheme for the entire Term, safely, reliably, economically and efficiently to the satisfaction of Authority.
2. Obtain the Service Certificates from concern authority for all Buses that are used for providing Bus Service;
3. Operate the buses only on the Route which have been allotted to the service provider by the Authority or any other agency delegated by the authority.
4. The service provider agrees and confirms to cooperate with Authority or any other third party agency appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Buses or Project Facilities;
5. The service provider undertakes to comply with Applicable Laws in relation to the implementation of the service and rendering of Bus Service, at all times during the Term of the service provider contract;
6. The service provider shall be responsible for all traffic violations made by the drivers during normal course of operation of Bus Services.
7. The service provider shall at its own cost get all the necessary Applicable Clearances and Bus Permit (including any renewals) during the Term of this contract.
8. The service provider undertakes to provide any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation management and maintenance of the Bus Service.
9. The Buses should be cleaned and sanitized before the commencement of first trip daily.
10. Service provider shall enforce a dress code to driver or staff who shall be deployed in this project. Staff need to maintain proper neat and clean dress while coming to duty.

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11. The Service Provider shall take a comprehensive insurance policy that covers damage and losses at Bus (which shall include all movable & immovable assets, manpower, and any other liabilities). Authority shall not be liable for any claims related to Bus including but not limited to industrial safety, third party, fire & burglary, natural calamities etc.
12. The service provider shall ensure that the Bus Service is operated and maintained so as to comply with the Service Standards set out in Bus Route Schedule. The service provider will be required to ensure that the Buses are maintained in a road worthy condition that would ensure safe operation of the Buses on the roads at all times. Also the service provider shall ensure that the operation and running of Buses is uninterrupted, continuous and is not suspended or stopped in any manner (except as permitted under the terms and conditions of the contract). The Service Provider shall maintain sufficient back up of buses for uninterrupted Bus Service. In the event of mechanical breakdown, Service Provider shall provide replacement vehicle of same capacity within one hour of such breakdown.
13. The service provider shall hire all manpower for operation of uninterrupted bus service and will ensure that the employees, workmen, personnel and staff who are employed for the purposes of the implementation of the service have the necessary qualifications credentials & skill, as per Applicable Laws. The service provider shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the service. The service provider shall ensure that all personnel and staff are under constant supervision so as to provide the Bus Service in a safe manner.
14. Service Provider shall deploy Woman Driver and Woman Conductor for VMBSS and age of the deployed staff shall not exceed 50 years. In case of unavailability of woman driver, Service Provider shall be given 1 year window to hire, train and deploy the substitutes. Authority may decide to terminate the contract in case bidder fails to onboard Woman Driver and Woman Conductor.. Service Provider shall provide the details of driver and conductor before commencement of Bus Service.
15. Spares and after sales service: The service provider shall confirm adequate availability of spare parts and after sales services in Jharkhand for the Buses offered in the bid by furnishing an undertaking on their official letter head.
16. Service Provider shall bear the cost of parking fee, toll charges, and any other similar levi.

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17. Buses deployed for VMBSS shall be encumbrance free, undisputed ownership & tax liability free.
18. Any damages arising due to negligent driving, or accidents of the provided Buses on the street shall be the liability of the Service provider.
19. Any fines levied by traffic police or any competent authority will be borne solely and directly by the Operator. The Authority shall have no liability in relation thereof.
20. Under no condition, any unauthorized person be allowed to board the bus during Bus Service.

10. Routes & Frequency of Buses

1. Authority deserves the sole right to develop, modify, from time to time, detailed operating plan for the Bus Service in accordance with which the Bus Service shall be operated. The Operating Plan will include:
 - a. Routes of Operation.
 - b. Frequency and daily schedule.
 - c. Bus stops on the assigned routes.
2. The Service provider shall ensure that the Buses are operated on the said Routes and at the stipulated frequency in accordance with scope of work. The service provider shall follow the calendar of education institution where service provider will be permitted for commencement of bus service.
3. Timing of bus operation would be as per standard day operation ie.[⁵] hrs per day and scheduling of bus services shall be done as per time table provided by Authority.
4. In case of any change in Routes or Schedule of Operation warrants additional buses, the same would be provided by the service provider at the same terms and conditions of this contract. It is agreed between the Parties that the Authority would pay the same charges as per the contract price for the additional buses at the same rate as quoted by the service provider for the Buses under this contract.

Schedule of Bus Service Route		
S.N.	Name of Institution/University	Bus Service Route

⁵ Per day time

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11. Log Book

1. University/Institution/Client shall nominate a resource who shall be in-charge of VMBSS. That nominated resource shall maintain and sign the log book on daily basis.
2. Log book will have the information of date, opening KM, closing KM, running KM, Signature & remarks (if any). Total distance in month shall be arithmetic sum of distance travelled in all working days.
3. Service Provider shall get the reimbursement of diesel on actual basis after referring the log book.

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Annexure 1 [Appendix A]

Sl.NO	Category of Bus	Quantity	Monthly Rate (INR)	Amount	Mileage (Kilometer /Litre)
A	B	C	D	G=CXD	E
1					

Annexure 2 [appendix A]

DETAILS OF BUS REQUIREMENT

S.N	Name of Institution	Quantity of Buses Required

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**Annexure: 3
SCHEME GUIDELINE**

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झारखण्ड सरकार
उच्च, तकनीकी शिक्षा एवं कौशल विकास विभाग
(उच्च शिक्षा प्रभाग)

आदेश

संचिका संख्या-3/यो.1-05/2017(उ0शि0)...../ रॉची, दिनांक/

उच्च शिक्षा में गुणात्मक सुधार लाने एवं उसके सर्वांगीण विकास के लिए राज्य सरकार दृढ़ संकल्पित है।

2. वर्तमान में झारखण्ड राज्य का सकल नामांकन अनुपात 15.5 है जबकि राष्ट्रीय स्तर पर यह 24.5 है। जहाँ तक छात्राओं के सकल नामांकन अनुपात का प्रश्न है, वर्ष 2015-16 में राज्य के छात्राओं का नामांकन दर 14.8 है, जबकि राष्ट्रीय स्तर पर यह 23.5 है।

3. उच्च शिक्षा के क्षेत्र में राज्य का सकल नामांकन अनुपात वर्ष 2022 तक 32 प्रतिशत करने का लक्ष्य रखा गया है। इस लक्ष्य की प्राप्ति हेतु आवश्यक है कि छात्राओं के नामांकन दर में अपेक्षित वृद्धि दर्ज की जाय। राज्य सरकार इस दिशा में सतत प्रयत्नशील है।

4. छात्राओं के सकल नामांकन अनुपात बढ़ाने हेतु पूर्व से भी कई योजनाएँ क्रियान्वित की जा रही है यथा- मुफ्त में स्नातकोत्तर तक की शिक्षा, जिलों में महिला महाविद्यालय की स्थापना इत्यादि। कतिपय जिलों में अंगीभूत महिला महाविद्यालय तथा संबद्ध महिला महाविद्यालय स्थापित हैं। साथ ही राज्य सरकार द्वारा 11 नये जिलों में महिला महाविद्यालय की स्वीकृति भी दी गई है। महिला महाविद्यालय के आस-पास की छात्राएँ तो इनमें पठन-पाठन का कार्य करती है किन्तु सुदूरवर्ती स्थानों पर रहनेवाली छात्राओं को दिन-प्रतिदिन कक्षा Attend करने में परेशानी होती है जिसकी वजह से बहुत सारी छात्राएँ उच्च शिक्षा प्राप्त नहीं कर पाती है।

राज्य के विश्वविद्यालयों/महिला महाविद्यालयों में सुदूरवर्ती स्थानों में रहनेवाली छात्राएँ पठन-पाठन का कार्य सुचारू रूप से कर सकें, इस उद्देश्य से "विश्वविद्यालय महिला बस सेवा" योजना प्रारम्भ करने का निर्णय लिया गया है।

5. इस योजना को राज्य के निम्न प्रकार के महिला महाविद्यालयों में प्रारम्भ किया जायेगा -

- (क) अंगीभूत महिला महाविद्यालय।
- (ख) संबद्ध महिला महाविद्यालय।
- (ग) घाटानुदानित महिला महाविद्यालय।

उक्त के अतिरिक्त विश्वविद्यालय स्तर पर स्नातकोत्तर की पढ़ाई में महिलाओं की भागीदारी बढ़ाने के उद्देश्य से विश्वविद्यालय स्तर पर भी बसों का परिचालन किया जायेगा।

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6. इस योजना का लाभ प्राप्त करने हेतु विश्वविद्यालय तथा महिला महाविद्यालयों का चयन अपर मुख्य सचिव/प्रधान सचिव/सचिव, उच्च, तकनीकी शिक्षा एवं कौशल विकास विभाग की अध्यक्षता में गठित समिति द्वारा की जायेगी, जिसमें निम्नांकित सदस्य होंगे –

- (i) निदेशक, उच्च शिक्षा – सदस्य सचिव
- (ii) कुलसचिव, राँची विश्वविद्यालय, राँची
- (iii) कुलसचिव, विनोबाभावे विश्वविद्यालय, हजारीबाग
- (iv) कुलसचिव, सिद्धो कान्हू मुर्मू विश्वविद्यालय, दुमका
- (v) कुलसचिव, नीलाम्बर पीताम्बर विश्वविद्यालय, पलामू
- (vi) कुलसचिव, कोल्हान विश्वविद्यालय, चाईबासा
- (vii) कल्याण विभाग के प्रतिनिधि

उक्त समिति द्वारा महिला महाविद्यालयवार तथा विश्वविद्यालयवार कुल बसों की संख्या का भी निर्धारण किया जायेगा।

7. विश्वविद्यालय महिला बस सेवा योजना का स्वरूप निम्नवत होगा :-

- (क) इस योजना का संचालन संबंधित विश्वविद्यालय/महिला महाविद्यालय द्वारा की जायेगी। बसों का परिचालन एवं Route Chart का निर्धारण विश्वविद्यालय/महिला महाविद्यालय द्वारा किया जाएगा।
- (ख) विश्वविद्यालय/महिला महाविद्यालय द्वारा बसों का संचालन हेतु बाह्य स्रोत का चयन खुली निविदा के माध्यम से विश्वविद्यालय/महिला महाविद्यालय के स्तर पर गठित निविदा समिति द्वारा की जाएगी।
- (ग) महिला महाविद्यालय द्वारा बसों के परिचालन हेतु पृथक बैंक खाता खोला जायेगा, जो महिला महाविद्यालय के प्रधानाचार्य एवं प्रधानाचार्यों द्वारा नामित प्रतिनिधि के संयुक्त हस्ताक्षर से संचालित होगा। इसी प्रकार विश्वविद्यालय स्तर पर अलग से बैंक खाता खोलकर उसका संचालन वित्त पदाधिकारी एवं कुल सचिव द्वारा नामित पदाधिकारी द्वारा किया जायेगा। उक्त खाता में बसों के परिचालन हेतु छात्राओं से प्राप्त की गयी शुल्क की राशि एवं राज्य सरकार से प्राप्त अनुदान जमा किया जायेगा।
- (घ) बसों का परिचालन हेतु छात्राओं से प्रतिमाह मासिक शुल्क लिया जाएगा साथ ही राज्य सरकार द्वारा अनुदान की राशि भी दी जाएगी। मासिक शुल्क के रूप में प्रत्येक छात्रा से 100 रुपये प्रतिमाह की राशि प्राप्त की जाएगी जिसमें प्रत्येक वर्ष 5 (पाँच) रुपये की बढ़ोतरी की जाएगी।

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Appendix -B

Liquidated Damages

In the event the Service Provider do not pay the liquidated damages payable hereunder, the Client shall be entitled to recover the same by encashment of the Performance Security, in which case the Service Provider shall replenish the same.

- (a) The Service Provider shall be liable to pay Damages, which shall be calculated as the number of instances that the respective deficiency is observed in relation to a Bus Service.

1. Damages to be calculated on incident basis

Sl.No	Deficiency	Amount (INR)
1.	The driver is not carrying a proper driving license	500
2	Use of Cell phone by Driver while driving	200
3	Skipping of designated stops	200
4	Non adherence to Route schedule	500

2. Damages to be calculated on daily basis

Sl.No	Deficiency	Amount (INR)
1	Unavailability of Bus Service due to breakdown or any other reason.	5000 per bus per day
2.	Dirtiness and uncleanness. Flooring not swept/seats found dirty at the start of the trip	500 per bus per day
3	Malfunctioning passenger door	200 per bus per day
4	Broken/Loose/Missing Passenger Seat	200 per bus per day
5	Placing any decorative article/religious figure or symbol inside or outside the bus	100 per bus per day
6	Damage to the GPS device/biometric device and non-functioning.	100 per bus per day
7	Timeliness of Bus Services (Not more than +/- 10 minutes from scheduled time)	200 per half hour (maximum 5 hours .)

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3. Damages to be calculated on per month basis

Sl.No	Parameter	Service Level requirement	Amount (INR)
3	Safety operations (No's of Accidents per month)	NII	Rs. 5,000/ incident, over and above penal action as per the law for fatal accident.

4. Damages to be calculated on delay in commencement of Bus Service.

Sl. No	Parameter	Service Level requirement	Amount (INR)t
1.	Delay in commencement of Service.	Service Provider shall be liable to pay liquidated damages from the Performance Security per day of delay beyond the cure period provided /notified by Client ; subject to maximum damages of 10% of Performance Security in any relevant quarter, upon breach whereof the Agreement shall become liable for termination in terms hereof	0.5 % of the Performance Security for every day of delay in commencement of service.

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Appendix – C Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

[To be stamped in accordance with Stamp Act,]

To

_____.

In consideration of “[.]” (hereinafter referred as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s_____ having its Registered office at _____ (Hereinafter referred to as the “**Service Provider**” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client’s Work Order dated _____ and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at _____ excluding Service Tax for Services for the _____ (Hereinafter called the “**Contract**”), and the Service Provider having agreed to furnish a Bank Guarantee to the Client as “Performance Security to secure the due, faithful and punctual discharge of and compliance with all the Service Providers obligations and responsibilities in terms of and as stipulated by the Client in the said contract for performance of the above Contract amounting to _____.

We,having registered office at, a body registered/constituted under the(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee the due and punctual performance & discharge by the Service Provider of all its obligations under the Contract and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money demanded by the Client to the extent of _____ as aforesaid at any time up to _____, without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Service Provider and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the

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contract by the Service Provider. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may have in relation to the Service Provider's liabilities.

The Client shall be entitled to make unlimited number of demands under this Bank Guarantee. Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

(Signature of the Authorised Official)

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Appendix–D: Mobilization Advance Guarantee

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To,

_____.

Dear Sir

In accordance with the provisions of("the Contract")
,M/s.....having registered office at,
(hereinafter referred to as "**the Service Provider** ") shall deposit with [.] a bank guarantee
(hereinafter referred to as the "**Guarantee**") to guarantee his proper and faithful performance
an amount of Rs./- all inclusive (Rupees

We, the _____(hereinafter referred to as the "**Bank**"), as instructed by
the Service Provider agree unconditionally and irrevocably to guarantee as prime obligator
and not as surety merely, the payment to [.] on his first demand without whatsoever right of
objection on our part and without his first claim to the Service Provider, in the amount not
exceeding Rs./- all inclusive (Rupees
.....).

We further agree that no change or addition to or other modification of the terms of the
Contract or of works to be performed there under or of any of the Contract documents which
may be made between [.] and the Service Provider, shall in any way release us from any
liability under this Guarantee, and we hereby waive notice of any such change, addition or
modification.

Any waivers, extensions of time or other forbearance given or variations required under the
Contract or any invalidity, unenforceability or illegality of the whole or any part of the
Contract or rights or any party thereto or amendment or other modifications of the Contract,
or any other fact, circumstances, provision of statute of law which might entitle the Bank to
be released in whole or in part from its undertaking, whether in the knowledge of the Bank or
not or whether notified to the Bank or not, shall not in any way release the Bank from its
obligations under this Bank Guarantee

This Guarantee shall remain valid and in full effect from the date of issue of until 6 (six
months) beyond the date of completion of services under the Contract and the full and
satisfactory adjustment of whole of the mobilization advance paid, which is estimated to be
on or before The validity of the Guarantee may be extended
for such period, as may be required, by the Bank at the written request of the Service
Provider.

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Any demand for payment or notice shall be deemed sufficiently given if it is sent by post or delivered by hand to the last known address of the Guarantor. This Guarantee shall be governed by the laws of India and shall be subject to the jurisdiction of courts and tribunals at _____

Signature and Seal: _____

Name of Bank / Financial Institution: _____

Address: _____

Date: _____

