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[ No.6395–LC-TR-01/2016/T.]

**COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT**

RESOLUTION

The 31st August, 2016

**SUBJECT:— POLICY ON TRANSPORT OF SCHOOL CHILDREN- 2016.**

## **1.0 PREAMBLE:**

Safety of the school children continues to remain a major challenge and cause for deep concern to every parent in India. Keeping this in view, it is felt that a comprehensive Policy on transport of school children should be framed in the State.

## **2.0 VISION:**

Policy adheres to the safety standards prescribed by the authorities from time to time. It involves the Transport Department, Police, Educational Authorities, School Authorities, Parents Associations and the N.G.Os to ensure that safety of school going children is given prime importance and is not compromised in any situation.

The policy shall act as a guide in times to come and would instill in minds of the parents a strong belief that lives of their children would be safe and secure at every moment during commuting.

## **3.0 OBJECTIVES:**

The policy shall:—

- Propose a suitable framework for ensuring safety of school children by adopting and integrating best practices in other States;
- Seek the involvement of both Government and Non-Government bodies and personnel for its smooth implementation;
- Devise an inbuilt mechanism for frequent evaluation and delivery assessment.

#### 4.0 REQUIREMENTS & IMPLEMENTATION STRATEGIES:

##### 1. Standard Requirements of school buses/vehicles:

###### (1) Identification:—

- It shall be mandatory for all school buses to have an external colour of Golden Yellow. This colour shall be as per IS-5-1994.(as amended from time to time)
- On all sides of the bus below the window level, a 150mm wide band of Golden Brown colour shall be provided
- The inscription “ School Bus” shall be painted in the front and rear top of the school bus in bold and visible letters in case it is owned by the school; if the bus is a hired one ,then the inscription “On School Duty” shall be clearly indicated.
- Following diagram of rectangular size 40 cm x 30cm shall be painted in Golden Yellow colour with black back-ground on both the exterior sides in the front and rear bottom of the school bus .



- On the left rear side of the School Bus, particulars of name and address of the School, contact phone number, mobile phone number etc. shall be printed.
- Name of the School shall be written horizontally in a conspicuous manner at top of the front and rear ends and on both sides of the School Bus .
- In the rear right side of the School Bus, contact numbers of the Bus in-charge, Administrator of the School, local Regional Transport Officer and Police authority of the School Level Transport Committee should be printed. A separate e-mail ID shall be created and displayed for registering the complaints.

###### (2) Construction & Maintenance of School Buses.

- **Type of Body:** Every School Bus shall be semi- salon type with steel body and no vehicle shall be covered with canvass hood/roof.

- **Entrance-cum-exit:** In every School bus, there shall be one entrance-cum-exit in the front left side. Hand -rails shall be fixed firmly along the steps in the front door. It shall be provided with a suitable door.
- **Doors:** In every School Bus, the door for the entrance-cum-exit shall be well maintained to ensure safe locking and unlocking ; the doors must always remain closed when the bus is in motion.
- **Foot Board:** In every School Bus, first step of the foot board shall be at a height not exceeding 300 mms and not less than 250 mms from the ground level and all steps shall be fitted with non-slip treads. In case the School Bus is used exclusively for conveyance of the differently abled students, the steps shall be suitably amended to suit their convenience.
- **Driver's Cabin:** In every School Bus, grilled partition shall be provided to separate driver cabin.
- **Seats:-** In every School Bus, all the seats shall be firmly fixed to the floor board by bolts or studs and nuts and fastened by some efficient device to the floor board so as to prevent from coming loose. All seats other than the ones facing the passenger step well shall be forward facing.
- **Bag racks:** In every School Bus suitable grilled provision shall be made for bag racks under the seat for keeping things of the students. The racks shall be of dimensions not less than 350 mm depth, 500 mm width and clear height of 300 mm.
- **Floor Board:** In every School Bus, the floor boards shall be so fitted as to exclude dirt and dust. If any part of the floor board caves or weakens, no patch work shall be done. Instead, the entire length and breadth of that stretch of the floor board shall be replaced by new floor board.
- **Windows:** Every School Bus shall be provided with windows on each sides of size not less than 55 cms x 70cms.
- **Window grill:** In every School Bus, three horizontal steel bars shall be fixed on the bus exterior along the windows in such a manner that the distance between adjoining bars does not exceed 5 cms.
- **Emergency Exit:** Every School Bus shall be fitted with an emergency exit door at the rear right side or at the rear wind screen with quick release latches mechanism which can be operated from inside and outside of the Bus.

- Emergency exit shall be in the form of a frame fixed with a toughened glass with dimensions of 160 cmsx120 cms or in the form of a door hinged at the top, capable of being operated both from inside and outside. The words “EMERGENCY EXIT” shall be prominently inscribed in red colour on a white background inside and outside of the emergency exit.
- **Reflecting Tape:** Every School Bus, shall have retro reflecting making as specified in Rule 104 of the Central Motor Vehicle Rules, 1989.
- **First Aid Box:** In every School Bus, a first aid box containing medicines / equipments as specified under the Motor Vehicle Rules shall be provided and replaced periodically.
- **Fire extinguisher:**In every School Bus, two fire extinguishers of ABC type having a capacity of 2kg each bearing ISI mark shall be properly mounted; one in the driver’s cabin and other near emergency door of the bus.
- **Fitment of Speed Governor:** In every School Bus, a tamper-proof speed controlling device ( Speed governor) conforming to standards prescribed under Rule 118 of C.M.V. (A) Rules, 1989 shall be fitted.
- **Blood Group & Contact Number:** Every School Bus shall carry information of each student indicating the blood group and contact number for any emergency.
- **Fumigation & Cleaning:** Fumigation of the buses must be done on regular basis to avoid mosquitoes/pests. Body and interior of the bus must be cleaned regularly. Air freshener must be provided in each bus. No hazardous material shall ever be stored/carried in the bus.
- **Installation of GPS Unit:** Every School Bus shall be equipped with a GPS Unit that allows the school and parents to track location of school buses in real-time. Parents can use the free “where is my school bus” app on- line to locate the child’s bus when it is on the road. One Transportation Hot line number (Toll free) shall be developed by Transport Commissioner, Odisha. A real time video transmission through telecom network service i.e. 3G or 4G may be adopted.
- **Safety:** When the entrance door or one of the emergency exit is open, the bus should be incapable of movement. The driver should get an indication of the doors being open by means of flashing light/ buzzer or other suitable means.

## **2. Statutory requirements :**

### **(1) Permit:**

- No School Bus shall be used in any public place, whether or not such vehicle is actually carrying any student, without obtaining necessary permit from the appropriate authority under Section 76 of Motor Vehicles Act, 1988.
- School Bus shall have valid insurance, fitness certificate, valid road permit, PUC certificate as prescribed under Motor Vehicles Act, 1988.
- School Bus shall be registered in name of the School and not in the name of Trust or Society running the School except in case of hired buses.

### **(2) Sitting Capacity:**

- Under no condition, overloading of vehicles is permissible. The number of children in the Bus shall normally be restricted to its seating capacity. But, if the age of school children is below 12 years, the number of children carried shall not exceed 1 ½ times of permitted seating capacity. Children above 12 years shall be treated as one person.

## **3. Qualification and duties of driver of School Buses:—**

No person shall drive or no School Authority shall allow any person to drive any School Bus unless such person possesses the qualifications and satisfy the conditions as below:—

- He must have a valid Driving License to drive such class of vehicle.
- He must have a minimum driving experience of at least 5 years in similar category of vehicle;
- He should not have been fined more than twice in a year for offences like red light jumping, violation of lane discipline or allowing unauthorized person to drive etc.;
- He should not have been ever challaned /fined for the offences of over speeding, drunken driving and dangerous driving resulting in fatal accident;
- He should undergo driving skill test before the School Level Transport Committee once in a year. He should also undergo eye test at that time;
- The driver must maintain a log book. He must point out any defect noticed while driving the School Bus on day to day basis and also he must ensure that the defects noticed in the log book are certified and mentioned in the log book;
- While on duty, he should be in a uniform as decided by the School Level Transport Committee. He should also display on his left chest pocket a white

plastic plate of size 8 cms x 2cms inscribed with his name in bold black letters of size 0.5cm both in English and Odia with badge number;

- He shall not drive the School Bus in contravention of the speed limit prescribed;
- He shall carry the authorization issued by the School Authority in form of AVT prescribed under rule 12 of the Odisha Motor Vehicles Rules, 1989 and certified by the Regional Transport Officer;
- Utmost care should be taken by the driver of the School Bus to follow the Rules of Road Regulations, 1989 as notified in the Govt. of India Notification No. S.O. 439(E) dated the 12th June, 1989.

#### **4. Duties and responsibilities of the Attendant in School Buses:**

- In every School bus, there shall be an attendant while transporting students. He should possess valid conductor license granted under the Odisha Motor Vehicles Rules, 1993;
- Attendant shall not be less than 21 years of age and not more than 50 years of age.
- Attendant should be adequately trained to handle young children to attend to their needs and ensure their safety while travelling in the School Bus;
- On return journey from school, attendant shall properly hand over the children to the parent or to the authorized person at the bus stop where the child gets down.
- At the School Bus stops, attendant shall first get down from the bus, stand outside the bus near the steps, help the students to embark and disembark safely .
- In case, School Bus is carrying girl students exclusively, there shall be a female attendant in the School Bus.

#### **5.0 School Bus Transportation by Private Services:**

- Schools which are engaging buses on contractual/ hire basis shall abide by the stipulations as applicable to the buses owned by school as mentioned above. Besides, the schools shall enter into a Common Standard Agreement (CSA) to be executed on Rs.100/- Non Judicial Stamp paper as per Schedule-A annexed hereto. Schools need to follow the guidelines as stated below while executing such agreement.

1. Transporters/ Contractors shall give an undertaking to empower the School to enforce such conditions and terms it may deem fit, regarding safety and security of the Students as per CSA.
2. School will take reasonable care in selecting the transport Contractor and in ensuring that the vehicles and drivers are of good standards.
3. Responsibility or liability for any negligence or breach of duty shall rest with the Contractor/driver or conductor.
4. CSA shall be available for inspection by the parents/ guardians with prior appointment of the Bus Administrator of the School.

#### **5.01 . Other Smaller Vehicles:—**

In case of any other type of vehicle that are to be used for transportation of school children, safety standards as applicable to such vehicle should be strictly enforced. Vehicles such as Auto-rickshaws, Omni & EECO (Maruti Suzuki), Tata magic (Tata Motors), Bolero (Mahindra & Mahindra) and all other similar type of vehicle (used as School Van) must adhere to the following safety standards.

- (i) Hangers to hold.
- (ii) Safety grills.
- (iii) Speed Governor
- (iv) First Aid Box
- (v) Fire Extinguisher

Besides, at a conspicuous place in the front and back side of such vehicles 'school van' 'on school duty' must be written. Number of children in such vehicles shall be restricted to its seating capacity. All other guidelines as applicable to the school bus policy shall be scrupulously followed.

#### **6.0. Formation of Exclusive Parent Teacher Association (PTA):**

- As regards the operation and maintenance of the School Buses, concerned parents should have a major say. In order to enable such parents to make any representations with regard to conduct of the drivers and attendants, maintenance of School Buses and safety of the students, an exclusive Parent Teacher Association(PTA) headed by the Principal/Headmaster with concerned parents as members shall be formed in every school.
- PTA shall meet once in a month. Views, suggestions and complaints made by the parents should be duly considered and recorded by the Principal/Headmaster. On the same day, minutes of the meeting should be sent to the School Level Transport Committee.

- Principal/Headmaster shall convene the Transport Committee meeting on the same day to consider representations received from the Association and take necessary action to redress the issues.

#### **7.0. School Level Transport Committee:**

(1) Constitution: Every School shall have a School Level Transport Committee to look into the matters pertaining to safe transportation of the school children. Committee shall be headed by the Principal/ Head Master/ Head Mistress of the School and consist of the following members namely:—

- Police Official not below the rank of Sub-Inspector of Police of the area concerned.
- An official from the Educational Authority concerned.
- Motor Vehicles Inspector of area concerned.
- A representative from the Parent Teacher Association (PTA).

(2) Functions:—

- Committee shall meet at least once in a month on the same day on which the meeting of the Parent Teacher Association is held. It shall discuss the matters pertaining to safe transportation of the school children and evolve suitable plan of action. It shall verify the documents relating to School Buses, viz, Certificate of Registration, Certificate of Fitness, Certificate of Insurance, Permit, Pollution Under Control Certificate, Driving License and ensure the provision of Fire Extinguisher and First Aid Kit.
- Committee shall send a report to the District Level Inter-Departmental Committee for necessary action.

#### **8.0. District level Inter-Departmental Committee:**

(1) Constitution: There shall be a District Level Inter-Departmental Committee to discuss and decide on the issues pertaining to safety of the children and their transportation. Committee shall be constituted under the Chairmanship of District Collector with following officials as members:—

- Regional Transport Officer ( Member- Secretary-Convener)
- Deputy Superintendent of Police
- Dist. Educational Officer
- Motor vehicles Inspector.



## (2) Functions:—

- Committee shall meet once in three months and evolve an action plan to conduct inspection of School Buses either in the premises of the school concerned or in such other places as decided, to ensure that School Buses comply with the provisions outlined in the Policy.
- Committee will constitute a flying squad to enforce provisions of this policy and the conditions of permit specified in Section 84 of the Act and exercise the powers under section 207 of the Act.
- Programme of inspection shall be decided in such a manner that a particular School Bus is inspected by the committee at least once in a year.
- Committee shall verify log book of the School Bus to confirm whether defects pointed out by the driver are rectified.
- Committee shall have power to recommend to suspend or cancel the fitness certificate under relevant rule of the Odisha Motor Vehicles Rules, 1993 and impose other penal actions under provisions of the Act.
- Based on the Committee's report, Regional Transport Officer shall take action to suspend or cancel the fitness certificate under rule 121 of Central Motor Vehicles Rules, 1989 and impose other penal action under provisions of the Act.

By Order of the Governor

M. K. MISHRA

CRC & Special Secretary to Government

**To be executed on Rs 100/- Non Judicial Stamp Paper**  
**AGREEMENT**

**This Agreement** is made and executed on this the 2016, Place

**Between**

**Name of the school/trust**, situated at..... address, (hereafter referred to as the School and which expression shall, unless repugnant to the context or the meaning thereof, mean and include its successors and permitted assigns) of the **First Part**

**And**

\_\_\_\_\_ a firm having its registered office at

\_\_\_\_\_ (hereinafter referred to as "**the Contractor**"), which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors and permitted assigns) of the **Second Part**

The School and the Contractor shall hereafter collectively be referred to as the "**Parties**" and individually as "**Party**"

Whereas:

- (i) The Contractor owns a fleet of buses and having employed sufficient number of drivers and support staff is desirous to provide service for transporting the School's students.
- (ii) The Contractor has all necessary licenses and approvals and necessary personnel for running the Service.
- (iii) The student body (that is students of all sections of the School) is desirous of availing of this Service
- (iv) As it is not practicable for individual students to engage the Contractor for the service, therefore the School for and on behalf of the students is entering in this agreement, on a strict understanding that the student body is engaging the services of the Contractor.

**Now The Parties Agree As Follows:**

1. The student body through the School hereby appoints the Contractor to perform the services described in Article 13 hereof ("the Services") and, Contractor accepts such appointment in accordance with the terms and conditions contained in the Agreement.
2. By entering in this Agreement, the School acts as a facilitator between the body of students (in all sections of the School) and the Contractor, to enable the Contractor to provide the service. By entering in this Agreement, the School shall not be deemed to have employed the Contractor nor shall any employees of the Contractor be deemed to be, an agent or employee of the School.
3. Notwithstanding anything to the contrary, the Contractor agrees that the School is empowered, for and on behalf of the student body, to enforce against the Contractor all obligations under this Agreement or in law. Accordingly, the Contractor agrees that it shall not without the School's express consent, vary or alter this Agreement. The Contractor shall not alter, enlarge or limit the terms of the Services to be provided under this Agreement nor shall the Contractor make representations or guarantees, not authorized in writing by the School. The Contractor shall abide by the policies, rates and directions which the School may establish from time to time, pertaining to the Services that the Contractor is required to provide.

4. **Date of Commencement**

The School agrees to engage the Contractor for rendering their professional services with effect from .....

5. **Unit Strength As On Commencement:**

The unit strength at the time of commencement is mentioned hereunder. However, the same shall be reviewed from time to time, depending on the exigencies of the situation.

**Unit Strength**

Bus category	Total strength

All drivers, male attendants and lady attendants shall wear an appropriate uniform as specified and identity cards, to be provided by the Contractor.

6. **Validity and Amendment:**

This Agreement shall be effective for a period of one year from the date of commencement, renewable thereafter on such rates and terms as may be mutually agreeable, but not less than 90 days before expiry of the terms of this Agreement.

7. **Punctuality of Buses:**

Given under are the School timings:

School section/s	Classes	Timing of arrival & departure

Bus service to be extremely regular and punctual. Buses to bring children to School not later than:

School section /s	Time of arrival of buses

And take them back from School not later than the following on all normal School working days (Monday to Friday):

School section/s	Time of departure of buses

8. **Compensation:**

- (a) Contractor shall be compensated for performance of the services as per *Annexure* endorsed from time to time.
- (b) Each Student of the School availing of the Contractor's service shall pay for the same to the Contractor through the school.

- (c) For sake of facility, the demand drafts/bankers' cheques in the Contractor's favour for the services shall be collected by the School from the Students and delivered to the Contractor.
  - (d) The Contractor accepts that the payment for services of the Contractor is not being made by the School. The Contractor shall not hold the School liable in this regard.
  - (e) Upon payment being received, the Contractor shall issue individual receipts to the students through the School.
9. **Termination of Contract:**
- A. For termination of contract, School can (a) issue the Contractor a Termination Letter, giving one month's notice without assigning any reason. Accordingly, on expiry of the allocated period of one month, the Contractor shall withdraw his services. Or (b) terminate the contract instantaneously on payment of one month's, remuneration, in lieu of the requisite notice period.  
In case the Contractor desires to terminate his services, a minimum of 3 months notice in writing, shall be given by the Contractor to the School.
  - B. Upon termination of this Agreement for any reason whatsoever, the School shall not be liable to pay any compensation, whatsoever, including but not limited to, loss of goodwill, benefits which may fall due to the Contractor and/or its employees or any consequential damages, regardless of the form whether direct, indirect or remote, it being the express intention of the parties that these matters, if any have been considered in assessing Contractor's compensation.
  - C. No modification or amendment of this Agreement shall be effective until reduced to writing and executed by both parties.
10. **Payments:**  
Contractors will suitably instruct their personnel that they are not to ask for or solicit any gratuities or cash payments from any student or parent for whatsoever reasons.
11. **Insurance Cover:**  
During the pendency of the Agreement, the Contractor will obtain and keep valid, an insurance cover.
- (a) For the buses owned and operated by him for rendering the Services.
  - (b) For claims of third parties towards injury and damage to life and property
  - (c) For injury to or death of the children of the School travelling in the buses, operated/provided by the Contractor for rendering the said services.
12. **Force Majeure:**  
The obligations to be performed by the Parties herein are subject to force majeure clauses and acts beyond the control of the Parties such as civil disturbance, riots, strikes, earthquakes, storm, tempest, acts of God, emergency, etc.
13. **Services:**  
The services, which shall be performed by the Contractor, shall consist of but not be limited to the following:
- A. **Bus Condition and Routes:**
    - (a) All buses should be in excellent physical and mechanical condition, and be duly certified by the appropriate authorities as per the Policy on Transport of School Children- 2016.
    - (b) The vehicles covered by School Bus Contract Carriage Permit and used exclusively for carriage of school children, shall be painted in yellow colour and shall display the words "school bus" in the front of the vehicle and in the rear.

- (c) The vehicles having school contract and also other contract shall not be required to be painted in fully yellow colour provided a yellow stripe of 20 inches shall be painted on all sides along the center of the vehicle.
- (d) The vehicle used as school bus shall not be more than 15 years old from the date of registration, provided that, school buses used in the city of Mumbai shall not be more than 8 years old from the date of registration. Provided further that school buses which are running on CNG and which are not more than 15 years old from the date of registration shall be permitted to carry school children in
- (e) The vehicle should carry a complete list of the school children showing in respect of each student name, class, blood group and the points of stoppage for his/her embarkation and disembarkation near his/her residence against his/her name. The list will also indicate the route plan given by the school showing the place of origin, termination and detailed route the bus has to follow.

Routes and bus stops shall be specified by the School.

- (f) All buses should be fitted with speed governors limiting the maximum speed to 40 kms per hour within the Corporation limits and in other places it shall not exceed 50 kms per hour.
- (g) Every school bus (irrespective of permit category) shall display a board to identify the school and the route number. The route number and School name should be clearly displayed on the front and boarding side of the bus in bold and legible print. One board size shall be 8 inches in width/2, 1/2feet in length fixed on the front left side of the windshield and another board of 8 inches by 8 inches to be fixed on the window left of the boarding door, and it should be put on a bracket.
- (h) The first step of the access board should be at a height not exceeding 325mm from the ground and all steps should be fitted with non-slip treads.
- (i) The bus should be provided with hand-rails along the steps at the front door, which shall be used both as entry and exit door.
- (j) The bus should not be fitted with any pressure horn or any other device for producing tonal sound which is operated on air pressure drawn from the braking system.
- (k) The bus should not carry more children than the specified capacity of seats.
- (l) Standard safety features, like safety rods, handrails emergency exists, first aid kits and fire extinguishers shall be available on each of the buses. The bus should be equipped with the following:

First-aid box with glazed front containing basic first aid medical kit.

Two ABC type fire extinguishers with 5 kg capacity each bearing ISI mark. One fire extinguisher shall be kept in the driver's compartment and the other near the emergency door in the rear.

- (m) All buses shall have 3 horizontal steel window bars and shall be fixed on the exterior of the bus in such a manner that the distance between any two bars does not exceed 5 centimeters.
- (n) All buses shall have separate provision for storing school bags, tiffins and water bottles of the children.
- (o) All seats in the bus shall be forward facing only.
- (p) No commercial advertisements shall be displayed on the body of the school bus.
- (q) All documents pertaining to the buses shall be deposited with the School (certified copies)

No. of buses \_\_\_\_\_ Capacity \_\_\_\_\_

**B. Staff:**

- a. All buses shall be manned by a driver, a male attendant for boys' schools and a lady attendant for girls and co-educational schools who shall attend to the children travelling in the school bus and ensure their safety while they are embarking or disembarking from the school bus.
- b. All staff shall be neat, clean and have a pleasant personality and be dressed in appropriate uniforms with identity cards given to them by the contractor.
- c. All staff to have knowledge of spoken Odia/ Hindi or English.
- d. All staff shall be trained towards working with the School and ensure the students safety and shall keep general vigil for the entire journey.
- e. No buses employed by the Contractor shall be driven by a driver who has less than 5 years of experience;

Not been challaned more than twice for a minor traffic offence;

Not been charged for any offence related to rash and negligent driving;

The driver shall be the holder of transport license and a badge.

- f. All relevant papers of drivers, to be deposited with the School (certified copies).
- g. No smoking by staff shall be allowed in the bus.
- h. All staff will assist children whilst boarding and alighting.
- i. Doors of the buses to remain closed whilst in motion except when children are boarding or alighting.
- j. Playing of music by bus personnel shall not be permitted.
- k. No staff shall offer any eatables or drinks to the school children under any circumstances.
- l. In case of children whose parents have conveyed to the school that an authorized person shall fetch their child from the bus stop and that authorized person (recognised mutually by the school and parents), does not come to pick up the child from the bus stop, then such a child shall be taken back to the school and their parents shall be called by the school to fetch their child from the school.

**C. Special Conditions:**

- a. The Contractor shall, on certain days, (e.g. half days and examinations) provide buses specified by the School.
- b. The Contractor shall inform the School, about any changes to the bus service. This includes bandhs, traffic jams, accidents, breakdowns, etc. In case of emergency the bus attendant shall inform the school authorities about the incidence and make necessary arrangements for the safety of the students.
- c. A penalty of Rs. 1,000/- per month per bus will be charged for improper/unsafe conditions of the bus, any other irregularity in terms of punctuality, absenteeism of any member of the staff, lapse in physical condition of the bus.
- d. A penalty of Rs. 50/- per stop, per trip, one way will be charged in the event of a bus being unable to ply. This will be debited to the Contractor's account and pertains to the actual expenses incurred by parents to and from School.
- e. A penalty of Rs. 1,000/- per bus will be charged for each late pick-up at home or the School and disembarking children contrary to instructions given. This shall also apply to any stops made to pick-up or drop off children at non-scheduled stops.
- f. A deposit amount of Rs. 2,000/- per bus will be deposited by demand draft payable to The School/ Management/Society for the period of the Agreement as a performance guarantee deposit. This interest free amount will be refunded on

satisfactory termination of the contract after deduction of any penalties imposed during the contract period.

- g. For administrative purpose, a minimum amount of Rs 25/- and a maximum amount Rs \_\_\_/- per child per month for 12 months is to be paid by the Contractor to The School/Management/Society by demand draft in favour of the School/Management/Society. This amount will be handed over to the School for the entire period of 12 months by one single demand draft and not in installments. This amount shall be used towards administrative purpose of the school bus service, and the residue amount, if any, shall be carried forward to the next accounting year.
- h. All penalties will be debited to the Contractor's account and be deducted from the performance guarantee deposit at the time of refund, without any prejudice or arguments, for which the School reserves sole discretionary rights.
- i. The school shall give letters to the Contractors at the end of the academic year for deductions if any.  
In case of penalties overshooting the refundable deposit, the Contractor shall make good the shortfall.

**D. Safety and Discipline:**

- a. The Contractor shall not carry any students or persons other than those of the School, their parents and teachers.
- b. The attendants/ supervisor shall ensure that discipline is maintained in the bus at all times.
- c. The attendant/ supervisor shall report all irregular incidents to the School.
- d. The attendant shall maintain regularly the students' attendance registers in the bus.

**E. Emergency Procedures to be Followed** (In case of mechanical failures, traffic jams, bandhs, etc.):

- a. The Contractor shall inform the School and make further arrangements for the children such that they reach the School or their homes safely and at the earliest.
- b. If the bus fails before starting, the Contractor shall inform the School. Upon failure to do so, a penalty, as specified earlier, will apply to the Contractor.
- c. If the bus fails during the journey, the attendant shall inform the School. The attendant shall supervise the children and under no circumstances shall the children be left unaccompanied, stranded or abandoned. The children shall remain in the bus till the Contractor sends a relief bus to continue the journey. The Contractor shall send a spare bus and continue the journey.
- d. Non-availability of buses due to bandhs or strikes to be informed to the School at least two days in advance.

**F. Backup and other Services:**

- a. A mobile phone or wireless device shall be made available on each bus.
- b. Each Contractor shall ensure that a backup bus, driver, conductor and appropriate attendant are immediately available in the event of a breakdown or emergency.
- c. Contractor shall provide route maps to their driver with all stops marked as per School specifications.

- G. The Contractor shall be responsible and liable for payment of salaries, wages and other legal dues of the personnel who are employed by the Contractor, for the purpose of carrying out the obligations hereunder and shall maintain proper books of accounts,

records and documents and comply with all statutes, rules and regulations which are applicable to it or the personnel employed by it for the fulfillment of terms of this Agreement. The Contractor's personnel shall always be under its direct control or supervision and the Contractor shall be free to transfer its staff in accordance with Contractor's needs provided that Services are fulfilled at all times. The Contractor will as the employer, have the exclusive right to terminate the services of any of its staff employed to fulfill its obligations under this Agreement and to substitute any person instead.

- H. If required, obtain the requisite license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under, and other applicable labour law.
- I. The Contractor shall not use the name of the School for any purpose or in any manner either for credit arrangements or otherwise and it is agreed that the School shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or its employees.
- J. The Contractor shall be liable for and make good any damage caused to School property, equipment, fixtures or fittings thereof or therein by any act, omission, default or negligence of the Contractor or its employees or agents.
- K. Provide its staff in each shift with necessary means of communications to enable them to contact the School or its authorized personnel promptly. Such communication equipment to be provided by the Contractor.

14. **Assignment:**

Neither party may assign to any third party its interest in rights or obligations under this Agreement, without the written consent of the other. Provided however, that upon written notice to the other party, either may assign its interest in, rights or obligations under this Agreement to any subsidiary or other company affiliated with the assignor, provided that the assignor notwithstanding such assignment shall remain primarily liable for performance of all the terms and conditions herein.

15. **Agreement:**

The Agreement has been executed in two (2) counterparts, each of which shall be deemed an original. One (1) counterpart has been retained by the School, and one (1) by the Contractor.

16. **Miscellaneous:**

- A. This Agreement and all notices, communications or other writings made in connection with this Agreement shall be in English and neither party shall be obligated to translate it into any other language.

B. **Enforceability:—**

Should any terms, covenant, condition or proviso in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement and the application of such term, covenant, condition or proviso to person or circumstances other than those of which it is invalid, illegal or unenforceable, shall not be affected thereby and each term, covenant, proviso or condition of this Agreement shall be valid and enforceable to the extent permitted by law.

17. **Confidentiality:**

Any student list(s) or similar documents and the information contained therein, prepared by the School or its representatives are the School's property and any knowledge gained of the School's internal operations shall be treated confidentially and shall not be divulged. All such materials and all copies by whoever made, shall be delivered by the Contractor upon the termination of this Agreement. Contractor expressly waives any and all rights of



retention, statutory or otherwise; as far as such documents are concerned and agree not to use the School's name except as expressly authorized by the School in writing.

18. **Jurisdiction:**

Subject to the arbitration agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at Orissa High Court, Cuttack only, to the exclusion of other courts.

19. **Books and Records:**

Contractors shall maintain, during the term of this Agreement and for one year thereafter, certain complete, accurate and orderly records of the services performed pursuant to this Agreement as specified by the School. The School shall have the right to inspect such books and records of services performed in pursuance to this Agreement.

**In Witness Whereof**, the School and Contractor have executed this Agreement on the date first setforth above.

For and on behalf of

For and on behalf of

This *Annexure* shall form a part of the Agreement and may be amended from time to time as required.

**A. Accounting and petty cash:**

The Contractor to reimburse the conductor/ attendants for any expense incurred by him on the journey.

**B. The Term of the "School Bus Fee Structure" are amended from time to time and the new terms are to be contained in the .**

The period under fee structure is to coincide with the academic year and the fees are payable for 12 months.

**The School Bus Fee Structure Area Wise (to be updated every year)**

1. Bus fees will be paid from \_\_\_\_\_20\_\_ to\_\_\_\_\_, 20\_\_\_. The amount will be for 12 months. (In case of payment in two installments, it should state the payment date/period).
2. For areas not included in the present structure, which may be finalised at a later date, the fees will be based on the area and the number of children requiring the route.
3. Fees will be collected by demand draft only and for the entire period of 12 months by one single draft and not in installments OR in two installments (as the case for each school may be)
4. **There shall be an understanding among Contractors about Bus fees in the following context:—**
  - a) If a student wishes to use a route other than his/her own and the school grants him/her permission to do so, the Contractor shall accommodate him/her irrespective of which route the student regularly takes.
  - b) If a student wishes to go on two separate routes for the morning and the afternoon on a regular basis and the school grants the permission to do so, operators offering the two routes shall divide the money between them. For the convenience of school accounts, the demand draft, of the fees, will be paid to the Contractor who is offering the service in the morning. He has the responsibility of reimbursing fifty per cent of the amount to the Contractor offering the service in the afternoon.
  - c) If a student shifts his/her residence during the course of the academic year and the school allots an alternative route to him/her, the Contractors shall divide the amount paid to them based on the actual use of their respective bus by the student. For the convenience of school accounts, the demand draft shall be paid to the Contractor offering the service at the beginning of the academic year. He has the responsibility of reimbursing the appropriate amount to the Contractor offering the service for the latter part of the year.

**C. Bus Identification Numbers according to sections of the school**

\_\_\_\_\_ School buses/routes shall be identified alphabetically e.g. A, B, C .....

\_\_\_\_\_ School buses/routes shall be identified as J-1, J-2, etc.

\_\_\_\_\_ School buses/routes shall be identified as M-1, M-2, etc.

\_\_\_\_\_ School buses/routes shall be identified as S-1, S-2, etc.

Any route that is combined shall be identified as either C-12, or other suitable identity.

This schedule super cedes any previous schedules and fee structure.