

The articles of agreement made at Muzaffarpur, ....day of July 2022 between the Cross Border Power Transmission Company Ltd.(CPTC) A body of Corporate, incorporated under the Companies Act, 1956 with registered Office: 3rd Floor, FIEO Complex, Niryat Bhawan, Rao Tula Ram Marg, Opp. Army Hospital Research & Referral, New Delhi – 110057 (herein referred as the Company ) of the one part and

..... (herein called as the owner), executors, administrators of the other part, WHEREAS, the CPTC is desirous of having executed certain works specified and fully described in the appended documents and for rendering other services stipulated in this Contract and WHEREAS the Owner have agreed with the CPTC for the performance of the said Contract work specified in the bid documents ie .

### **THE OWNER HEREBY AGREES WITH CPTC**

That the Owner shall and will execute the work as specifically and fully described in the Contract including in the manner and subject to the terms, conditions and stipulations mentioned in this contract.

That the Owner shall perform and observe duly punctually, truly and faithfully all the terms and conditions on their part contained in the Contract.

That in consideration of payment made and / or to be made by CPTC to the Owner under this Contract, the Owner undertakes to be responsible to the CPTC for the payment of all sums of money, losses, damages, costs and expenses that may become due or payable to the Company by reasons of in consequence of the default of the Owner in the performance or observance of the said covenants and conditions or infractions of law.

### **EXECUTION OF CONTRACT**

CPTC has awarded the Contract to the Owner for the work of Hiring of one no. .... (Diesel) with AC, initially for a period of three years which can be extended for another one years on same terms & conditions in .....dated ..... 2022.

In witness whereof the parties here to have caused one original of their ..... letter along with detailed terms & conditions of the Contract for hiring of one no. ....for a period of initially for a period of three years which can be extended for another one year.

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (herein referred to as “Contract”).

Contract Document shall mean and include the following:

- a) Contract Agreement
- b) Notification of Award
- c) Bid

**That the Company and Owner shall agree as follows:**

**Scope of Work:**

1. The scope of work under this Contract shall be to provide one NEW .....in good condition along with good, experienced, healthy driver having valid driving license for use of CPTC as per instructions of Engineer-in-charge of the Owner.
2. Duty hours of the vehicle along with its driver shall be normally 12 (Twelve) hours per day, however, the vehicle should be made available for 24 hours for use by CPTC in good running condition, to meet any emergency.
3. Movement of vehicle shall generally be in Muzaffarpur & Sitamarhi district. However, the vehicle may also be sent to other districts of Bihar and even outside Bihar as per requirement of CPTC. However, the tax if any paid for out of state shall be reimbursed.
4. The Contract period shall be initially for a period of three years which can be extended for another one year. The extension of services shall for the 4<sup>th</sup> year shall be on the basis of satisfactory performance.

**Contract Value & Charges:**

5. The total fixed hiring charges for the vehicle for first year shall be Rs. .... /- (Rupees.....Only) @ Rs. .... /- (Rupees.....Only) per month excluding Fuel, night halt charges, Toll & Parking charges and applicable taxes & duties which shall be reimbursed by CPTC.
6. Reimbursement towards fuel charges will be made @ ..... Km/Litre.
7. The monthly running of the vehicle per month has based on past experience. However, company does not guarantee any minimum or maximum running per month, The running charges shall reimburse based on actual running in the month.
8. Normal duty hours will be 12 hours per day. For duty excess of 12 hours, charges @ Rs. 25/- per hour shall be paid by CPTC. These charges shall not be paid in cases where night halt charges is applicable.
9. In case, the vehicle is utilized between 10PM to 5AM (next day) for stay, night halt charges shall be paid @ Rs. 150/- per night for Muzaffarpur & Rs. 250/- per night for outstation.

**Terms of Payment:**

10. The payment shall be made on monthly basis, based on the bill raised by the owner on actual running of the vehicle and duly verified by the engineer in-charge by way of cheque or electronic fund transfer. The Owner shall submit his bill in duplicate indicating the cost break-up along with taxes & duties. PAN, GST and other taxation details shall be clearly indicated in the bills by 1<sup>st</sup> week of the succeeding month to the Engineer-in-charge, who shall verify the bill to the extent the Owner is entitled to such sums as per log book records entry and is admissible as per the term and conditions of the contract, Original bill of fuel is to be enclosed with the monthly bill of the vehicle in support of fuel price. The payment shall be released within 30 days of submission of bills to the Engineer-in-charge subject to all supporting documents being complete and in order.
11. For faithful performance of the Contract 10% of monthly hiring charges shall be retained as Security Deposit from each monthly bill subject to the ceiling of 10% of the total annual contract value of fixed hiring charges only. The same shall be reimbursed annually upon claim by Owner.
12. CPTC shall deduct TDS as applicable from all the payment as applicable from time to time as per prevailing tax laws.

13. GST as applicable shall be reimbursed by CPTC, on submission of documentary evidence as sought by CPTC.
14. In case of any break down, the Owner will provide the equivalent substitute vehicle as per discretion of CPTC immediately, otherwise a penalty of Rs. 1000 per day will be imposed and hire charges will not be payable for these days. Recovery of this will be made from the running bill of the Owner.
15. In case the Owner is not able to deploy the vehicle / equivalent replacement vehicle because of reasons of the major break down, damage to the vehicle, theft, major accidents and he agrees to deploy another vehicle of lower category (agreed by CPTC), an amount of Rs. 300/- per day shall be deducted from the monthly bill. In case the Owner fails to provide alternate vehicle in time, CPTC may engage alternate vehicle at the risk and cost of the Owner. In addition, an amount equal to 25% of one day hiring charges will be recovered on pro-rata basis as penalty.
16. All the journeys performed for filling of fuel / repairs, or to & from journey by driver from his residence /parking place to normal place of duty at Muzaffarpur or outstation shall be owners account and CPTC shall not bear and liable to pay running cost for theses journeys. In case of non-compliance of this, a penalty of Rs. 15/- per Km will be imposed as per actual reading of speedometer.
17. The driver / Owner shall keep & maintain a log book of the vehicle which should be completed every day. The journey performed shall be recorded by the driver in the Log Book issued by Engineer-in-charge and got countersigned by respective officers of CPTC who has utilized the vehicle. The monthly bill is to be prepared based on actual official journey as per log book and Log Book as maintained is to be produced along with the monthly bill for verification and processing the bill for payment. The Log Book shall remain the property of CPTC only. In case of incomplete Log Book, it shall be construed that vehicle has not been used by CPTC.

#### **Other terms & conditions of the Contract**

18. The vehicle shall be provided with responsible and experienced driver having valid driving license. He should be able to attend to minor repairs as and when required, on the way and shall be in possession of general accessories like tool kit, torch, fan belt, hose pipe, stepney, first aid box etc. The salary, accommodation boarding and lodging at duty places etc. of the driver shall be arranged by the Owner of the Vehicle. The Owner shall be responsible for all the conduct of the driver and the contact details viz., address, phone number etc. of the driver is to be furnished to CPTC.
19. The Owner shall provide the vehicle with all necessary papers like RO Book, License, Road Tax payment details, Insurance papers and any other requirements under Motor Vehicle Act. All taxes & duties under said act shall be borne by the Owner of the vehicle. However, the toll tax for the period of deployment for official journey shall be reimbursed extra to the party against documentary evidence.
20. The vehicle shall be registered in the name of person / agency on whom order shall be placed and having valid taxi permit. Alternately, the bidder should be an authorized legal representative of the Owner of the vehicle to be offered for hiring. All matters concerning Regional Transport Authority, Insurance & Police Authorities etc. shall be the Owner's risk and responsibility.
21. The vehicle shall have two sets of loose white sear covers so that these can be changed alternatively, after washing / dry cleaning. Cost of washing / dry cleaning of these covers will be borne by the Owner himself. The seat cover of the vehicle shall be replaced / changed weekly. The Owner shall maintain vehicle in good condition and keep neat and clean regularly.
22. The Owner shall provide driver having valid license and considerable experience of driving in all types of roads. In no case the driver will be allowed to be replaced without prior approval of the Engineer-in-charge.

The Headquarter of the vehicle shall be CPTC office at Muzaffarpur. The vehicle shall be made available for 12 hours on all working days and timings for reporting for duty shall be as per the directions of Engineer-in-charge.

The vehicle should be parked by the Owner at his own risk & responsibility. After working hours Owner will make his own arrangement to park the vehicle within a radius of 4 km of concerned office. However, the headquarter of the vehicle may be changed within Muzaffarpur if the office is shifted to new place.

23. One day's weekly rest shall be allowed to driver in general. However, the weekly rest day shall be fixed by Engineer-in-charge, and in case the hired vehicle is plied on weekly rest day due to any exigency or official work the vehicle is to perform the normal duties without any additional cost.
24. Driver should have a mobile phone with local number for better coordination with CPTC Muzaffarpur Officers. The cost / expenditure on this account shall be borne by the Owner himself.
25. Besides normal working hours, on all working/ non-working days, the vehicle should be made available within ½ hour of the call on need of official/ medical emergency.
26. The vehicle shall be plied on National highway, state highway, far flung villages and rural kaccha pucca road and hilly terrain within India as per CPTC requirements.
27. The Owner shall fulfill all the requirements in respect of deployment of the vehicle within 15 days or any extended period by CPTC from the issuance of Notification of Award or Letter of Award.
28. All the petty/ major repairs / maintenance of the vehicle shall be carried out by the Owner at his own cost and corporation will not pay for any extra charges on this account.
29. The vehicle shall always be kept in absolutely in good running condition & regularly serviced and perfectly maintained by the Contractor at his own cost. The Corporation shall allow one day in every two months, generally on Sundays or Holidays, for servicing and workshop maintenance of the vehicle at the discretion of CPTC. The speedometer of the vehicle must always be in accurate running condition.
30. The Contractor shall be responsible for deposit of all statutory taxes & duties, pertaining to the hired vehicle whatsoever. He will indemnify CPTC for any defects on his account on non-judicial stamp paper of appropriate value.
31. The Contractor has to ensure compliance of relevant labor laws / motor vehicle act / regulations on vehicular pollution norms. If CPTC is held liable as principal employer to pay any compensation under any act / legislation of Government or any other court verdict, contractor shall reimburse such expenses to CPTC.
32. No tampering of the sealed speedometer of the vehicle will be allowed. For whatsoever reason, any tempering or broken seal is found, penalty @ 2000 per occasion will be imposed. The replacement of seal shall be at the cost of the Owner. Additionally, CPTC shall have rights to test / check-up the speedometer at authorized service centre as and when desired.

#### **Termination:**

33. The Contract for hiring of any vehicle can be terminated by serving two months' notice from either parties.  
If the Contract is terminated as aforesaid, the Owner shall be paid by CPTC for the usage of the vehicle by CPTC prior to the date of termination at the rates and price provided in the agreement. In the event of any dispute in this regard to portion of the payment made, the decision of CPTC shall be final.

**Third Party Liabilities:**

34. The Owner of the vehicle shall be responsible for compensation payable arising out of accident / payment to third party, if involved. No compensation in case of accident/ damage to the vehicle or for death/ injury to the driver shall be made by CPTC.
35. In case of loss to property of CPTC is caused due to negligence on the part of the driver of the vehicle such losses shall be borne by the Owner.
36. The Owner shall govern all Insurance covers of his vehicle for third party liability under Indian Motor act.

**Dispute Resolution:**

37. Any dispute arising out of execution of this contract, courts at Muzaffarpur alone will have jurisdiction over the unresolved disputes.

Executed by their properly authorized persons on the date mentioned here in above.

For & on behalf of Owner  
(Authorized Signatory)

For & on behalf of CPTC  
(Authorized Signatory)

Witness:  
Name:  
Address:

Witness:  
Name:  
Address:

Date:

Date: