

AGREEMENT FOR SUPPLY TO AUCTION PLATFORMS

This agreement is hereby executed between **the Secretary Tobacco Board, Guntur** and Sri owner, vehicle No (s)..... in connection with the hiring of private vehicles for the year 2024 on the day monthof year

- I / we hereby agree to supply the vehicles on mutually, agreed terms and conditions as furnished below on the approved rates communicated under letter dated
 - I/ we here by agree that
1. This contract is valid for one year from the date of award of tender and the Executive Director, Tobacco Board, Guntur reserves the right to extend the same for three months and the contract can be further extended for another three months or till the finalization of new tender, whichever is earlier, with the consent of the tenderer.
 2. The vehicle owner should submit the copies of Motor Cab License, vehicle Fastag details, Comprehensive Insurance and new model vehicle from 2019 onwards within two months from the date of Tobacco Boards order, failing which, the vehicle contract may be terminated and their **Earnest Money Deposit** of Rs. 20,000/- will be fortified.
 3. The vehicle shall run for a distance of 2000 km/per month. If the vehicle did not cover 2000 kms in a particular month, 50% of mileage amount on the less covered kilometer to be paid. (**For example :** If a vehicle covered 1600 kms during the month against 2000 kms, the Board has to pay Oil charges and rental charges etc for 1800 kms. $(2000\text{km} - 1600\text{km} = 400 / 2 = 200 \text{ kms} + 1600 \text{ kms} = 1800 \text{ kms})$ along with normal monthly rental charges.
 4. The Vehicle provided by the contractor should have valid Registration Certificate/Smart card, Full Comprehensive insurance to cover third party and occupants, fitness certificate, PUC, Road Tax, permit etc., and any other relevant permits / licenses essentially required by the RTO and any other statutory bodies for the operation of the vehicles, and must be revalidated before the expiry due date during the tenure of the contract period. The documents must be carried by the driver along with vehicle all the time on duty.
 5. In order to avoid mishap / accident, the contractor/tenderer shall ensure that only skilled driver with sufficient experience in trade is deployed on vehicle and observes all rules / precautions in this regard. The Contractor/ tenderer shall be solely responsible for any claims by any third party and /or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

Signature of the Tenderer

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6. In the event of any break-down, servicing and repairs of vehicles, The Contractor/ tenderer at his own cost shall make alternate arrangement by providing similar class of vehicle for which agreement is entered into. Failure to do so will evoke penalty clause i.e., penalized for an amount equal to a day's charges in addition to the rent for the day of absence.
7. The 'C' book / Smart Card always be available in the vehicle. The Vehicle should be provided with a sign board "Hired to Tobacco Board (Govt. of India)" in proper place in front & back.
8. The Vehicle should normally be capable of carrying permissible seating capacity and permissible load.
9. The Vehicle to be used on hire must have 'M' cab permit in terms of section 66 of the Motor Vehicle Act 1988. Such permits are granted by the State Transport Authorities.
10. The Contractor/ tenderer shall take comprehensive insurance with third party unlimited liability risk of the vehicles detailed for the department requirement. User shall not be liable for any damages whatsoever to public property and / or any third person due to any accident arising out of and in the course of deployment of contractor's vehicle by user.
11. The odometer fitted with the vehicle be in proper working condition at all the time and should measure distances accurately. In case any defect is developed or pointed out by the user the contractor shall repair / replace such defective parts immediately at his own cost.
12. All tyres fitted with the vehicles including spare tyre be in good condition Worn out tyres at any time be replaced by the contractor at his own cost within 24 hours.
13. The Contractor/ tenderer shall ensure that the vehicle deployed by him is maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belonging of the driver. Adequate spares such as bulbs, belts, spare tyres etc in good condition shall be kept in the vehicle at all times along with toolkit for use, if necessary. Also vehicle should have an emergency medical kit and fire extinguisher. The vehicle should be free from paint patches, scratches, rusty body and ugly look.
14. The driver should be provided with all tools, accessories and spares and capable to attend minor repairs and breakdowns in case of emergency.

Signature of the Tenderer

15. The driver shall report with the vehicle normally at the duty place **(a)** nominated at the time of placement of work order normally at 08.00 hrs and will be relieved at the same place at 20.00 hrs. However, with a previous message or on the spot instructions, the driver may have to report to any other officer or officer's residence at the beginning or at the end of the day or at any time of journey. Tobacco Board, Guntur has the discretion to attach the vehicle to any eligible officer of the Tobacco Board for any period during the agreement period under the same terms and conditions **(b)** The time and distance shall be reckoned from the duty point as clause (a) above. The driver shall maintain a log book showing the Kms. run at the beginning and at the end of the journey every day and obtain the signature of Officer using the vehicle.
16. The driver should normally be able to read and write Telugu and English. He should have good and pleasing manners and behavior. He should not smoke while driving and should not be under influence of liquor etc., while on duty.
17. Unprecedented hike is defined and understood as that hike in the rate of Petrol / petrol products including Diesel oil which is more than 15% or so on the original price (i.e.) rate at the time of filing tender application. In case of above unprecedented hike in prices of diesel and petroleum products, both the parties are at liberty to discuss and finalise the deal and agree for the revision of hiring charges and in any case, the decision of the Executive Director, Tobacco Board, Guntur will be final.
18. The contractor shall supply / maintain the vehicle in absolute good working condition equipped with experienced driver, tools, two sets of seat covers and other attachments for all the time during the currency of the contract. All repairs are to be borne by the contractor himself at his own cost.
19. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staff, payment of insurance / road / state taxes / permit / certificate etc., however, the vehicle / taxi will keep sufficient stock of BIS marked packaged drinking water which may be provided to user on demand on actual or the spot payment basis.
20. The running cost of the vehicle will be borne by the Tenderer himself. He should normally provide enough fuel, enough oils and spare parts etc. for continuous journey of 200 Kms. 5 liters of fuel shall also be kept in the vehicle as reserve.
21. The Tobacco Board does not bind itself to provide any parking place and shall not be responsible for safety or security of the tenderers vehicle / staff / equipment or any other properties.

Signature of the Tenderer

22. The vehicle shall be required for use at any place or station away from duty place. It shall be the tenderers responsibility to make necessary arrangements for lodging and boarding of his driver during his stay period a minimum of two days in a month.
23. The contractor shall compensate the Tobacco Board for any damage, loss etc. what so ever caused to the property or authorized passengers / Officers, staff of Tobacco Board while performing service under this contract. The estimated cost of damage or loss to the property or the compensation to the passengers / officers / staff assessed under appropriate enactments shall be deducted from the payments due to the contractors. The decision of the Executive Director, Tobacco Board, Guntur shall be final and binding on the contractor.
24. Income tax @ 1%(if the tenderer is an individual) (OR) @2% (if the tenderer is a firm) and prescribed percentage of surcharge on Income tax and any other taxes applicable will be recovered from the monthly bill amount.
25. The payment will be made by the Tobacco Board in a month on production of bills along with a logbook duly approved by the Assistant Manager(Accounts) and Auction Superintendent of the concerned platform.
26. The Regional Manager / Auction Superintendent or his representative will have the right to requisition for the vehicle at any time.
27. The user Department will no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Contractor/ tenderer. The driver as well as Contractor/ tenderer shall comply with relevant rules and regulations of motor Vehicles Act and Rules applicable at present and as may be enforced from time to time for which user departments would not be liable / responsible in any manner whatsoever. Onus of compliance of all the applicable Laws / Acts / Rules including those under Motor Vehicle Acts / Rules shall rest with the Contractor/ tenderer only and user / user departments will not be liable in any manner.
28. During the contract period, if the vehicle is seized or detained or requisitioned by Police / Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle will be provided by Service provider without any extra charges.
29. The Executive Director, Tobacco Board, Guntur reserves the right to cancel the contract at any time without assigning any reason.

Signature of the Tenderer

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30. In case of any failure on the part of the contractor to comply with any or all the terms and conditions of breach of contract or for any other good or sufficient reason, the Tobacco Board shall have a right to terminate the contract by giving notice in writing. In such an eventuality, the security deposit shall stand forfeited to the Tobacco Board without prejudice to any other rights of the Tobacco Board under this contract.

Signature of the Contractor / Tenderer
Name in block letters:

In the presence of

1.

2.

(Name in block letters, Signature)
Designation / Occupation & address

(Name in block letters, Signature)
Designation / Occupation & address

For and on behalf of Executive Director, Tobacco Board, Guntur

(D. VENUGOPAL)
Secretary i/c