



महाराष्ट्र MAHARASHTRA



कोवगार कार्यालय, पालघर
प. न. वि. क्र. १२०९००९
14 MAY 2024
मुद्रांक प्रमुख लिपीक

14-05-2024

मुद्रांक दिग्ग्री बाबतची नोंद अ.क्र. 802 दिनांक

2023

59AA 100737

मुद्रांक खरदीची कारण

करारकाद

मुद्रांक विकत घेणान्याचे उरत काशीब जयकुमारशिंदे

पत्ता 54102 ता. 54102

7 MAY 2024

विकत घेणाऱ्याची सही

ASR हयम

परवानाधारक रात्रांक विक्रेत्याची सही

Shrinivas

परवाना क्रमांक तसेच मुद्रांक

श्री. ललित डि. जायकरवाड

विक्रीचे ठिकाण / पत्ता

कुंभार विक्रता - पालघर
ता. पालघर, जि. पालघर
परवाना क्र. १२०९००९

**AGREEMENT FOR HIRING OF VEHICLES ON MONTHLY RENTAL BASIS & ON CALL BASIS
FOR THE PERIOD OF ONE YEAR FOR TRAVEL AROUND Palghar AND / OR IN
MAHARASHTRA**

From 01/09/2023 to 31/08/2024

This Contract entered into and executed by and between:

Project Implementation Unit- Agriculture, SMART Project, Palghar (Hereinafter referred as **CLIENT**) World Bank Assisted, Hon. Balasaheb Thackeray **State of Maharashtra Agribusiness & Rural Transformation Project (SMART)**, Agriculture Department, District Implementation Unit, Room No. 213, Administrative Building- A, Kolgaon, Palghar (West) 401404
And

Jay Malhar Tours & Travels. (Hereinafter referred as **SERVICE PROVIDER**)

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A. General Terms & Conditions of Contract:

1. The Service Provider should not provide vehicles having model earlier than **year 2019**.
2. The vehicle should be in good and clean upholstery.
3. The Service Provider shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil, consumables, necessary spares, maintenance, driver's salary etc.
4. Driver to be provided must possess valid driving license with minimum three years of driving experience. The Service Provider must submit the photocopies of licenses to the administrative officer, DIU, SMART Palghar as soon as the contract is signed.
5. Drivers should be familiar with all important places in Palghar.
6. The Drivers of the vehicle must follow traffic rules and other regulations prescribed by the Govt. time to time.
7. The drivers must always be in a common uniform and must be well mannered and courteous and should always carry a mobile phone with them as it will enable the officer to contact them at any time & the service provider must submit the Mobile Numbers of the Drivers provided to the Administrative officer, DIU, SMART Palghar as soon as the contract is signed.
8. All applicable taxes, permits, license, comprehensive insurance and any other documents for operating the vehicle commercially should be fully paid and should be available in the vehicles.
9. The vehicle is required on all working days normally for 12 hours. Vehicle may require on Sundays & other holidays on demand as per the requirement. Sunday and other Gazetted holidays will be covered in the definition of monthly basis.
10. Any change in vehicle or drivers will be allowed only in exceptional circumstances and that to with the prior information/approval of Administrative officer, DIU, SMART Palghar.
11. The vehicle must be made available at any given time and day as informed.
12. The vehicle should report to the place of requirement as per directions of the office.
13. The daily record indicating time and mileage for each vehicle shall be maintained. The vehicle should report to the place of requirement as per directions of the office. The mileage will be counted from DIU, SMART Palghar office to DIU, SMART Palghar office.
14. The telephone facility (24 hours) must be available with Service Provider for communication in case of any emergency the Service provider should provide all the Telephone Numbers to Administrative officer, DIU, SMART Palghar.
15. Rates quoted are valid for a period of one Year . No revision in quoted rates on account of increase in fuel charges, spare costs, taxes etc will be entertained.
16. Log Book has to be maintained for each vehicle.
17. Any advance will not be paid.
18. DIU, SMART Palghar office reserves the right to cancel the Agreement for whatever reason at any time.

S. A. Shinde



19. Service Provider should obey all statutory requirements prevailing in the state of Maharashtra.
20. Service Provider have to pay the toll charges within contract period & it will be reimburse by the office.
21. All other terms and condition mentioned in the invitation for quotation are binding on the service provider without any deviation.
22. If the above conditions are breached and services are discontinued by service provider then project can take necessary actions for the losses suffered.

B. Special Condition of Contract:

23. DIU, SMART Palghar office will not be responsible for any loss, damage or accident to the vehicle or to any other vehicle or injury.
24. The Service Provider should have the arrangements for repairing their vehicle in a short time and during the repair time the Service Provider should provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the office.
25. The Service Provider shall pay the parking charges during the official use and the same shall be reimbursed by DIU, SMART Palghar to the Service Provider on raising of the monthly bill. Valid Proof of Charges must be attached with the bills.
26. The client shall reimburse GST as per prevailing rate.
27. Income Tax will be deducted at source as per the prevailing Income Tax Rules.
28. A penalty of Rs.2000/- per day may be levied if any vehicle fails to meet above terms and conditions on any day.
29. The Contract period shall be **01/09/2023 to 31/08/2024**.
30. The contract will initially be for a period of one year which may be extendable further on rendering satisfactory services without changing existing agreed norms.
31. Service Provider will be responsible for drivers lodging, boarding and any other expenses during his duty.
32. Minimum charges will be paid if running of the vehicle is less than the agreed norms.
33. The Service Provider will abide by all statutory requirement as per Minimum Wage Act, Employee's Provident Fund Act, Workmen Compensation act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act
34. DIU, SMART Palghar will not be responsible or liable in case of any dispute arising between the Service Provider and the drivers employed by the Service Provider and no relationship of Employer and Employee shall come into existence between the SMART and the Service Provider or drivers for which all responsibilities shall vest with the Service Provider alone

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C. Terms and Conditions of Payment:

Payments will be made to the account of the Service Provider on monthly basis on the basis of Monthly usage of vehicles and as per the rates stated below. The payment will be made within two weeks after receipt of monthly invoice along with the signed log book to the Client. Invoice should specify the usage of vehicles. Service Provider should submit required documents related to usage along with the monthly Invoice.

Following are the Approved Rates by SMART -

A) On Monthly Basis :- (Minimum running 2500 Km Per month) :-

Sr No	Vehicle	Description	Unit	Rate Per Unit
01	Swift Desire/ Zest/ Etios or Equivalent (All AC) Xylo/ Bolero/ Scorpio/ Ertig (All AC)	Minimum running 2500 Km Per month	Vehicle	40000
		Rate / KM over and above 2500 KM	Km	12

***24 hrs will be calculated from the starting time of journey to end time of journey.**

D. Termination of Contract: -

35. DIU, SMART Palghar reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the Service Provider a notice of one month to this effect, and on the refusal of the Service Provider to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Service Provider recorded with the DIU, SMART Palghar, where after it shall be deemed to have been served on the Service Provider. DIU, SMART Palghar shall also be entitled to appoint any other person, firm or company at its discretion to perform the job entrusted to the Service Provider after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the Service Provider of its liability regarding vehicle hiring arrangements already entrusted to it in accordance with the direction of the DIU, SMART Palghar.

E. Arbitration: -

36. In case of any dispute arising out / relating to interpretation of terms of conditions or functioning of the Service Provider vis-a-vis the DIU, SMART Palghar, the DIU, SMART Palghar shall be the sole authority to decide the arbitrator. The Service Provider agrees to execute all documents, which may be required by the SMART in this regard proceedings. The proceeding of the arbitration shall be held in Palghar in accordance with the Arbitration and Conciliation Act, 1996; or any enactment of the time being made replacing introducing or modifying the same.

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Amendment:

Except as expressly provided in the Agreement, no modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both Parties hereto.

6. Documents:

The following documents shall form an integral part of this Agreement as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Agreement, or by mutual agreement of both the Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government:

Annex "A" - Quotation of the service provider.

All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.

38. The Service Provider warrants that,

- I. It has not given or promised to give money, gift or any material favour/consideration to any officer or employee of CLIENT to secure or in consideration of this Agreement and that any violation of this warranty shall be sufficient ground for CLIENT to revoke or cancel the same with or without need of judicial action by giving written notice to that effect to the service provider.
- II. Service Provider will supply above mentioned vehicles in accordance with the terms and conditions mentioned in this Contract & invitation for quotations.
- III. Service Provider has taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.
- IV. Service Provider undertake to ensure compliance with the requirements of Contract Labour Act, 1970, EPF, ESIC and also abide by all the other statutory requirements necessary in this regard. The service provider agree that DIU, SMART Palghar would neither involve itself in any matters nor be responsible for any shortcomings arising out of the non-compliance of the necessary regulations / laws

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IN WITNESS WHEREOF, the Parties hereto and their principal witnesses hereby set their hands on this document on the 14/05/2024 at DIU, SMART, PALGHAR.
This instrument, consisting of 6 pages including this Acknowledgment page, relates to an Agreement for Annual Maintenance Contract and the same has been signed by the herein Parties on all pages.

For and on behalf of Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project, SMART,- Project Implementation Unit- Agriculture



Mr Vinayak Ashok Pawar, Head, District Implementation Unit, SMART Project, Palghar

S.A. Shinde

For and on behalf of Jay Malhar Tours & Travels