No.D-26016/11/2013-Gen.III Government of India Planning Commission

Yojana Bhawan, New Delhi. Dated, the 14th October, 2014

To

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M/s Avtar Travels, Shop No.10, DDA Market, Gulmohar Enclave, New Delhi-110049.

Subject:- Hiring of Taxi services (CNG Fuel) by Planning Commission – offer of contract - reg.

Sir,

I am directed to refer to your letter dated 1st September, 2014 on the subject cited above and to acknowledge herewith the Performance Security Deposit in the form of Bank Guarantee(No.002981G140000015 dated the 30th August, 2014, for an amount of Rs.12,00,000/-(Rupees Twelve lakhs only) which would be valid upto the 31st May, 2016.

- 2. As per your request vide letter dated the 17th September, 2014, relating to the supply of DLY Taxis run on CNG, especially in the case of six Indigo model vehicles, the Competent Authority of this Deptt. has decided to accept your revised offer that instead of six Indigo vehicles you would provide three Swift Dzire vehicles run on CNG at the rate of Indigo model vehicles and three Indigo model vehicle run on diesel with all necessary permits to run in the NCR area. The award of this contract/agreement will be effective from 01.09.2014 for a period of 18 months. A duly signed copy of agreement relating to award of this contract is enclosed herewith. The agreement stands modified to the extend of this arrangement as mentioned in the instant paragraph.
- 3. You are also requested to furnish the details of all the existing vehicles provided to this Deptt. alongwith the copy of requisite documents as mentioned in the enclosed proforma positively by 15.10.2014. The EMD(pay order No.009174 dated 29.01.2014 of Rs.4,80,000/- issued by the Indian Bank, Safdarjung Enclave, New Delhi is returned herewith. Kindly acknowledge the receipt of the same.

Yours faithfully,

(Awinash Chandra)

Under Secretary (Gen. II &III)

Tel. No. 23096733

Encl: As above.

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL01351648159117M

01-Sep-2014 03:15 PM

IMPACC (IV)/ dl738903/ DELHI/ DL-DLH

SUBIN-DLDL73890300077017323779M

AVTAR TRAVELS

: Article 5 General Agreement

Not Applicable

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(Zero)

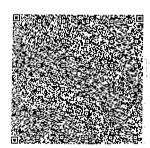
AVTAR TRAVELS

PLANNING COMMISSION

AVTAR TRAVELS

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(One Hundred only)



.....Please write or type below this line.

This e-stamp is part of agreement between Planning Commission & Artar Travel, in sespect of lender for heiring of velis (tender No: D-26016/11/2013-Gen TIL.)

(अविनाश चन्द्र) (AWINASH CHANDRA) अवर ग़विव/Under Secretary - soalstow

FOR AVTAR TRAVELS

PARTNER

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GOVERNMENT OF INDIA PLANNING COMMISSION AGREEMENT FOR ENGAGEMENT OF TAXI

This agreement made on this 14th Liber, 2014 (w.el. 1.9.2014) between the President of India through Secretary, Planning Commission, Government of India, New Delhi represented by Shri Awinash Chandra, Under Secretary (G-II), Planning Commission, New Delhi (hereinafter referred to as the Buyer which expression shall unless excluded or repugnant in the context, be deemed to include their successors in office on one part and .M/s. Avtar Travels, Shop No.10, DDA market, Gulmohar Enclave, New Delhi (hereinafter referred to as CONTRACTOR which expression shall unless excluded by or repugnant to the context, be deemed to include his survivors or other persons entitled to share including his heirs, executors, administrators, representatives, assignees or successors (in Office) on the other part.

WHEREAS the Secretary, Planning Commission, New Delhi desires to entrust the job of providing DLY Taxies (CNG Fuel) to Planning Commission, New Delhi on contract basis and invited tenders through CPP Portal/New Paper/ website (s) etc. for providing DLY Taxies (and hereinafter known as THE SAID JOB).

AND WHEREAS THE CONTRACTOR has agreed and is in position to undertake the said job to the satisfaction of the BUYER. Now, it is hereby mutually agreed by and between the PARTIES hereto that the following TERMS AND CONDITIONS would be applicable:

- 1. The contract shall be valid for a period of 18 (Eighteen) months. from the date of letter awarding the contract, which can be further extended for such period as may be decided by the competent authority, but not more than 18 (Eighteen) months after review of performance of the firm.
- 2. The contract can be terminated before the valid period (i.e. 18 months) on account of unsatisfactory services on due review of the performance by the Competent Authority in Planning Commission. The unsatisfactory service shall mean and include non-compliance and nonfulfillment of any of the contractual obligations by the service provider and/or

(AWINASH CHANDRA)

योजना आयोग/Planning Commission भारत संस्कार/Govt of India शारत सरकार/Govi of a सर्व दिस्ती/New Dem

poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part discrepancies/shortcoming brought to its notice in writing by Incharge, Staff Car Cell, Planning Commission. This provision may be attracted even when the successful bidder or any driver under his employment or engaged by him is engaged in any unlawful activity as proven in any court of law or is accused by the police authorities to have been involved in any such activity.

- 3. By virtue of this agreement, no relationship will be created between the drivers provided by the service provider and Commission. It will be the sole responsibility of the service provider to pay salary and other perks to its drivers and no complaints by any of its drivers in this regard will be entertained by the Commission. If any such driver creates any nuisance which makes him unworthy of trust of this office in the opinion of the competent authority in this office, the service providers may be requested to withdraw that driver from this office. However, for any particular day of duty by any such driver as provided by the successful bidder (service provider), payment of overtime allowance at the rate applicable to the drivers under the employ of the Government would be the responsibility of the Planning Commission, as explained herein.
- The agreement can be terminated earlier by giving one month's 4. written notice on Planning Commission side and three months notice on the side of Service Provider without assigning any reason and the decision of the Competent Authority shall be binding on the service provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
- 5. All the vehicles to be provided by the successful bidder should be of 2011 make or newer make and should be mechanically sound and should have decent interiors with other necessary accessories;

PARTNER

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(AWINASH CHANDRA) अप्बर-सचिव/Under Secretary

बोजना आयोग्/Planning Commission भाग्रा मुस्काग/Govi of India

- 6. The quoted rates will be all inclusive and no other charges will be paid extra except for the parking charge/toll road charges paid for official duty on production of original parking/toll coupons and the applicable service tax. However, the quoted rates of the successful bidder would be increased as per the formula for in para 6 of the Section A of the tender document (Scope of work and General Instruction for Bidders).
- 7. No night charges will be payable.
- 8. The services shall be provided on 24x7 basis.
- 9. The mileage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from Yojana Bhawan/ place of duty (if assigned on the previous day or if there is a standing order as regards the place of duly.)
- 10. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel in the vehicle.
- 11. The average running of vehicles may at times exceed the prescribed limit of kilometers in a day/month. However, the number of kilometers of a vehicle for a vehicle hired on a monthly basis will be calculated only on the monthly basis (i.e., by comparing it with the monthly ceiling as given in this document). For the vehicles that would be hired on daily basis, the ceiling would be 70 kilometers beyond which extra charges per kilometer would be paid.
- 12. The firm will ensure that the fuel tank of vehicle provided is fully filled up before sending the vehicle for duty.
- 13. The firm will ensure that all drivers have live mobile phone connections so that they can be contacted whenever required.

(अभिनाश चन्द्र) (AWINASH CHANDRA) अवर राविव/Under Secretary केशना आयोग/Planning Commission भारत सरकार/Govt of India नई दिल्ली/New Delhi - OODSTAND

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14. The driver provided by the firm should be well mannered, courteous and polite to officers, especially with whom he is attached for duty at any point of time. He should be well acquainted with the entire National Capital Region area, punctual, with name badge, with valid driving license; he should also have neat and clean uniform. The driver should not smoke or

drink while on duty and should not play cards, etc. during idle time.

15. Out of the vehicles supplied by the firm to Planning Commission, at least five vehicles should be having all necessary permits to run in National Capital Region (NCR) area i.e. NOIDA, Gnaziabad, Faridabad and Gurgaon, etc. A detailed map book of NCR area should be kept in every car.

16. The service provider should maintain the vehicles provided to this department in mechanically sound position and strictly in accordance with the owner's manual issued by the manufacturer of the vehicle so that safety and security issue ensured for all time. This office reserves the right to ask for documentary evidence in this regard and, if so demanded, the servicing/maintenance would be judged as per owner's manual. in case there is any point of debate on any technical issue in this matter, this office may get the vehicle checked for compliance at the workshop of the National Airport Authority of India for which the cost would be born by this office, if necessary.

17. During the periodical maintenance of any vehicle, contractor/service provider shall provide a standby vehicle of same make & year. The same holds in case a driver is on leave/ absent from duty for some reason or other.

18. Each of the vehicles thus hired shall always carry first aid box and mandatory spares, viz toilet kit, fuses, spark plugs, belts, fire extinguisher, torch, umbrella, etc.

FOR AVTAR TRAVELS

PARTNER

(केचिनाश (AWINASH CHANDRA) अवर सिरान /Under Secretary योजना आयोग/Planning Comusission भारत सरकार/Govt of India नई विस्ती/New Delhi

- 19(a). The contractor/service provider shall be responsible for complying with obligations under Income Tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, 1948, Labour Laws, etc., and damages to the third party arising out of accidents, etc., caused by any of the vehicles thus hired from the service provider. Further, the firm shall also be responsible for timely payment of wages, etc., directly to the drivers as per prevailing rate under the extant provisions of Act/Order of the National Capital Territory of Delhi in force. If any dispute arises between the firm and his driver in the matter of wages or their service condition, the same will be settled amicably between the contractor and the drivers engaged by themselves. This department will not be a party to any dispute in any case. However, this department may require the contractor to produce the documentary evidence that he/his firm has complied with the relevant provisions of all the relevant statutory Acts/Rules, which is in force on the date of award of this contract.
- 19(b). That the contractor/service provider will be responsible for complying with all statutory/legal obligations, which is a contractual obligation on the part of the contractor/service provider and if any, breach of the same comes to the notice of this department, then the contract may be terminated by this office on that ground alone by giving notice for a suitable period.
- 19(c) The contractor would pay at least Minimum Wages to the drivers for performing duties in the Planning Commission for the entire duration of the contract, but could not claim any compensation from the Planning Commission for any hike in Minimum Wages as notified by the Labour Department of Govt. of National Capital Territory of Delhi under the Minimum Wages Act, 1948 from time to time." (As mutually agreed by both the parties).
- 20.(a) Since deleted in view of addition of para-19(C) above..

20.(b) The drivers would also be paid over time allowances as per the prescribed rates for drivers under the employ of the Central Government, as

(AW)NASH CHANDRA) সূত্র মুখিল /Under Secretary স্থায় মুখিল /Under Commiss on

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per the provisions of the Rules governing the same, for such overtime duties rendered to this Office by the drivers. On receiving the bills for the usage of vehicles and the names of drivers for the corresponding vehicles, the OTA admissible to them would be calculated by this office and the same would be paid to the service provider with details for every driver. Once they receive the same, it would have to be reimbursed to the drivers immediately, on monthly basis.

- 20(c). If, in receiving and passing on any such amount, as required under paras 20.(b), the service provider is to pay some service tax or any other tax to any Government authority, the same may be claimed by them from the Planning Commission as reimbursement, if that is not expressly prohibited under the relevant acts/rules.
- This department may, at any given point of time, after giving a reasonable time to the firm, ask for production of the documentary evidence relating to fulfilling the relevant provisions of the statutory Acts/rules, which are in force on the date of award of this contract in respect of the drivers provided by the firm with a view to securitization of these information with the provisions of relevant Acts/Rules etc. They may be asked also to produce requisite documentary evidence for payments to be make under paras 19(a) and 19(b) above, as and when so demanded by this office. In case these documents are not produced within the stipulated time period, it would be deemed that the firm has no such documentary evidence to produce and action would be taken as per Para 20 (b) above.
- 22. The contractor/service provider shall be responsible for all litigation arising out of the non-payment of road tax, service tax, etc., and other dues to the appropriate authority and also for the payment of compensation to drivers and any other involved parties in the event of death/injuries/damages arising out of accidents and due to various other causes etc.
- 23. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.

(अधिनाश चन्द्र) (AWINASH CHANDRA) अवर राधिव/Under Secretary

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- Bills for supply of vehicle for any month along with duty slips and log books duly signed by the users shall be submitted by the first week of the following month to Incharge of Staff Car Cell, Planning Commission for payment of bills.
- 25. In case any officer so desires, the firm shall provide roof carrier on any such car detailed with the concerned officer for duty.
- 26. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, Planning Commission. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act, 1996. Further, any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (Adm) or any Joint Secretary level officer of the Planning Commission, New Delhi or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer, as an employee of the Planning Commission, New Delhi, might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter is originally referred to earlier is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer dealing with General Administration in this department shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser (Admn.) shall act as arbitrator. The decision of the Adviser (Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filling claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. For the purpose of settlement of disputes in the Court of Law, it will be under the jurisdiction of the Courts in Delhi.

(अविनाश चन्द्र)
(AWINASH CHANDRA)
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For AVTAR TRAVELS

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Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made there under and for the time being in fore, shall apply to arbitration proceedings under this Clause.

The party invoking the arbitration clause shall specify the details of disputes to be referred to arbitration under this clause. The contractor shall be liable and responsible for any loss of damage caused in the parking and he shall indemnify and keep indemnify together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.

- 27. The service provider shall be responsible for keeping the vehicles duly insured in compliance of the provisions of Motor Vehicle Act. The service provider shall also be responsible for getting the Pollution Under Control (PUC) Certificate for every vehicle hired by Planning Commission.
- 28. The service provider shall also be responsible for compliance of the legal provision in respect of the vehicle and shall **indemnify** the department for any loss on the account.
- 29. The vehicles will have to be fitted /provided with the following mandatory additional accessories/utilities.
 - 1. Clean seat covers
 - 2. Quality radio music system
 - 3. Reading lamp
 - 4. Tissue paper box
 - Car perfume
 - 6. Mobile charger
 - 7. Seat Belts (Front/ Rear)

(এ) বিলাগ অন্দ্র) AWINASH CHANDRA) সব্ধ মাইব /Under Secretary

भारत, भरकार/Govt. of India नर्ड विल्ली/New Dalhi FOR AVTAR TRAVELS

- 8. Umbrella during Monsoon.
- 30. Firms should have sufficient number of drivers having the experience of driving in Delhi and in National Capital Region. The firm shall provide complete particulars of the drivers and copy of the registration certificate (RC) of the vehicles provided.
- 31. A declaration on the printed letter-head of the firm, stating inter-alia that the drivers provided are of good character, duly verified by Delhi Police from security angle and have a valid driving license and are well conversant with the roads of Delhi and National Capital Region should be provided to the Incharge, Staff Car Cell of the Planning Commission.
- 32. The firm should have an adequate number of telephone connections so that they can be contacted round the clock and the numbers of the same may be given to Incharge, Staff Car Cell in Planning Commission.
- 33. The firm should have a provision to take bookings 24 x 7.
- A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a log book in a format as per government instructions and the log book shall be submitted to the concerned officer in Planning Commission regularly for scruting. A specimen copy of log book is enclosed for ready reference.
- 35. The successful firms/agency shall not deploy any of the taxis provided/attached to the Commission or its attached offices in Delhi for any commercial purpose after duty hours or on holidays.
- 36. The agency shall ensure that the odometer of car supplied is properly sealed so that no tampering is done with a view to inflate distance traveled. In this regard, they should obtain and produce at the time of verification of log book, a certificate from the competent Motor Vehicle Authority.

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For AVTAR TRAVELS

PARTNER

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- 37. The authorized officer of this Commission may conduct a surprise checking of odometer of the car supplied from any workshop and cost thereof will be borne by the agency.
- 38. All the vehicles provided on rent to Planning Commission should be owned by the contractor under its ownership i.e. M/s Avtar Travels and any violation of that would be considered as an offence under the Penalty Clause (Sl.No.8 being applicable for every such vehicle not under its ownership being provided on rent for service for every single day).

39. PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner:

(Amount in Rs.)

SI.	Violations	Penal Am per month		Amount deducted	Remarks		
	-	First Instance	Second Instance	Third Instance	per day per car		
1.	Non functioning of AC in a Car				500/-		
2.	Failure to provide alternative arrangement within one hour of vehicle breakdown	500/-	1000/-	× 2000/-		Rental charges for the day will also not be paid	
3.	Tempering of meters of vehicle	1000/-	2000/-	3000/-	·	Competent authority has the discretion to terminate the contract alongwith forfeiture of performanc e security / blacklisting of firm	
4.	Irregularities such as						

For AVTAR TRAVELS

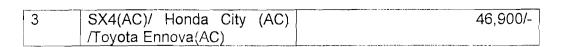
	overwriting, forged entries etc. in the log book (to be maintained in prescribed format)	1000/-	2000/-	3000/-	 do ·
5.	Usage of attached for private /Commercial purpose in contravention terms & condition.	5000/-			 For each such contravention
6.	Changes of driver without prior intimation of Planning Commission & officers to whom vehicle is attached.	500/-			On each occasion
7.	Delay (more than 30 minutes) in reporting for duty by driver/vehicle	500/-	1000/-	2000/-	 Rental charges for the day will also not be paid
8.	Non-compliance of any other terms & conditions	1,500/-	2000/-	· 3000/-	 For each violation per vehicle

40. The approved rates (including all taxes and levies except service tax, parking and toll charges) of taxis on monthly basis:

Sl.No.	Vehicle model	Minimum hiring charges for 2100 kms., minimum monthly rate (in Rs.)				
1	Tata Indigo(non AC)	30, 900/-				
2	D'zire (AC)/Toyota Etios(AC)	33,900/-				

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For AVTAR TRAVELS



- The extra per kilometer rate beyond the minimum monthly prescribed rate will be arrived on the pro-rata basis, which will be arrived by dividing the approved rates as above by 2100 Km.
- 42. If some vehicles are hired on daily basis, the applicable rate will be arrived at by dividing the approved rates by 30 for the vehicle hired for 70 kms. in a day(upto 24 hrs.).
- A3. No payment shall be made in advance nor would any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- 44. The Service Provider shall submit the bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- 45. All payments shall be made by ECS/cheque only.
- of the payments in full or in part subject to recovery of penalties, if any.
- 47. The term 'payment' includes all types of payment due to the service provider arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- 48. Wherever applicable all payments will be made as per schedule of payments as per contract.
- 49. If, after award of the contract, the successful lowest bidder (L-1) failed to provide required number of vehicles/taxi, the contract is liable to be cancelled alongwith forfeiture of performance security and other consequential actions such as blacklisting as deemed appropriate.
- 50. Any notice/director given to the Second Party under the terms of this agreement shall be considered to be duly served if the same have been

(अगिनाश चन्द्र) (AWINASH CHANDRA) अवर सचिव/Under Secretary अवर सचिव/Under Secretary अवर सचिव/Under Secretary अवर्षाम / Planning Commission FOR AVTAR TRAVELS

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delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice to be given to the First Party shall be considered as duly served if the same is delivered to, left or dispatched by the Registered Post at his last known address. Any notice so posted shall be prima facie proof of service at the expiration of the time in which it reaches in the ordinary course of post.

IN WITNESS WHEREOF the Contractor has hereinto set his hand Shri Awinash Chandra, Under Secretary, Planning Commission, New Delhi for and on behalf of the President of India has hereinto set his hand.

IN WITNESS THEREOF SHRI AWINASH CHANDRA, UNDER SECRETARY IN EXERCISE OF THE POWERS VEST IN HIM HAS SIGNED THE AGREEMENT FOR AND ON BEHALF OF THE PRESIDENT OF INDIA AND M/S AVTAR TRAVELS SECOND PARTY HAS SET HIS HAND HEREUNDER THE DATE AND THE YEAR MENTIONED ABOVE.

Signature of Under Secretary (Cent. III)

Planning Commission

Tender Document

(No.D-26016/11/2013-Genl.III dated, 23rd January 2014.)

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PARTNER

Authorized signatory of the firm with seal

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For AVTAR TRAVELS

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(अविनाश चन्द्र) (AWINASH CHANDRA) अवर सचिव/Under Secretary योजना आयोग/Planding Commission भारत मरकार/Goxt of India नई दिल्ली/New Delhi

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FROM Planning Commission

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No.D.26016/11/2013-Gen.III Government of India Planning Commission

Yojana Bhawan, Sansad Marg,

New Delhi, the 29 October, 2014.

Office Memorandum

Subject: Agreement for engagement of Taxi.

The undersigned is directed to say that Agreement has been signed with M/s Avtar Travels for engagement of DLY Taxies in the Planning Commission and the Office of EAC to PM came into effect from the 1st September 2014 and the same has been uploaded on the web-site of the Planning Commission.

- 2. For the sake of convenience/information of the Officers of this Department the salient features of the Agreement are reiterated may be read as under:
 - i) The mileage for the purpose of "vehicle run" and "hours of duty" shall be reckoned from Yojana Bhawan/ place of reporting or place of release as the case may be.
 - ii) No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel in the vehicle.
 - iii) This agreement is on a monthly rate contract and payments in respect of regularly hired vehicles have to be settled on monthly basis.

The minimum monthly commitment in respect of regular hired vehicles is upto 2100 kms. Additional payments have to be made in respect of vehicles if used beyond prescribed limits, i.e. in case of extra mileage, the same will be calculated on pro-rata basis. Further in case the driver overstay beyond duty hours, they would be eligible for Over Time Allowances(OTA) and the same will be calculated on the basis of the prescribed OTA rates available in the case of the staff car drivers under the Central Government.

The journey details are to be furnished by the Contractor in the enclosed format (Anexure-1) of this OM. The Officer/his personal cell may certify the logbook indicating the total number of hours/total number of kilometers for which the concerned vehicles have been used by them. The initial may clearly indicate the name of the officer/official who is signing it alongwith his/her seal or the seal of the concerned officer under the initial.

4. This issues with the approval of Director (GA/HOD).

(Awinash Chandra)

Under Secretary to the Govt. of India

Tele. No. 23096733

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Registration No. and Model of the Vehicle.

Name of the Officer.

Name of the Driver and Tele. No.

Date	Meter reading at the time of report for duty	Meter reading at the time of relieving	Total Kms	Reporting Time	Relieving Time	Total Hours	Purpose of Duty. Official/ Private	Parking Charges,
1	2	3	4	5	6	7	8	9
Total								

Copy to: M/s Avtar Travels with a request to furnish the details in the above format.

10-11-2014