

AGREEMENT

THIS AGREEMENT IS MADE ON 2013 FOR CHARTERING OF
ROUTE FROMTO..... SERVICE WITH %
AVERAGE PAY-LOAD.

B E T W E E N

The Odisha State Road Transport Corporation, Paribahan Bhawan, Ashok Nagar, Bhubaneswar represented through the General Manager(A), OSRTC (Unless repugnant to the context thereof it means and includes the successor in interest or assignee as the case may be) herein after called as Ist Party,

AND

Sri..... aged about.....Years,
S/o Sri.....(unless repugnant to the extent thereof it mans and includes the assignee/successor-in-interest/legal heirs as the case may be) herein after called as 2nd Party.

Whereas for generation of fixed & consolidated amount of revenue through out the year & augmentation of traffic revenue, the OSRTC took decision to engage outsourcing agents and in pursuance to the above decision Sri 2nd party applied to the Tender Notice dt. for allotment of route/Service on charter for one year fromto.....

AND

Whereas on consideration of the application and the 2nd party received to the tender notice dt , the Ist party agreed to allot the existing vehicle bearing No. OR-..... & OR-..... to the 2nd party for a period of one year fromto..... as per the terms and conditions stipulated hereunder.

1. That, the agreement is valid for a period of one year fromto with.....% of payload as indicated in the table below.

Type of vehicle	Seating capacity	Percentage of payload	Amount payable per day

That the 2nd party shall deposit the payload with the Dist. Transport Manager, OSRTC/ in the bank account of OSRTC not later than closer of business hour of next working day. That, in case the 2nd party fails to deposit the sale proceeds in time as stipulated or fails to complete the period for which the agreement was executed, the agreement shall be terminated & the security deposit made by 2nd party shall be forfeited. But before termination of agreement and forfeiture of security the 2nd party shall be given an opportunity of hearing.

2. That, the rate of calculation indicated above shall be subject to revision of fare as to be decided from time to time.

3. That, the 2nd party may utilize the facility of OSRTC for ticket booking subject to the convenience of both parties.

4. That, the 2nd party shall not exceed the KMPL fixed for the vehicles and for the route. In case excess KMPL has been consumed/reported to have been utilized the cost of excess KMPL/HSD Oil shall be recovered from the 2nd party. The 2nd party agrees to the condition that the KMPL/HSD Oil fixed for the vehicle and the route may change in case of change of vehicle at the discretion of OSRTC.

5. That, the 2nd party shall not carry any luggage in the OSRTC vehicle except the personal luggage of passengers. Carriage of luggage in OSRTC bus shall be as per the relevant guideline of Govt. of Odisha and M.V. Act. That the 2nd party shall not carry any luggage on the seat. Any commercial luggage carried in the bus shall be booked with valid ticket.

6. That, the 2nd party shall operate the vehicle at his own cost. No conductor shall be allotted by the OSRTC in the above route. OSRTC shall provide driver to operate the bus. And the 2nd party shall not deploy anyone else other than the driver provided by OSRTC to operate the bus.

7. That, the 2nd party shall follow the provision of M.V.Act and all other rules and regulations and law of the land governing the field. It shall be the total responsibility of the 2nd party in case any violation is reported.

8. That, during continuance of agreement, the representation of 2nd party in any manner for reduction of charter payload or for suspension of route or for suggestion for change of vehicles shall not be considered. In case of accident and major repair vehicle may be changed. The change of vehicle will be at the discretion of OSRTC.

9. That, the OSRTC shall undertake major repair of the vehicles and other minor expenditure/repair, the way side repairs during course of journey for bringing the vehicle to destination shall be the responsibility of the 2nd party. The decision on whether a particular repair falls under major or minor category will be taken by the Ist party, OSRTC.

10. That, the 2nd party shall honour the entitlement of various concession holder notified by the govt. from time to time for which no reimbursement will be given.

11. That, in case of any dispute raised or in case any commuter initiate any consumer case in any court of law, the cost and other expenditure penalty if any imposed by the Consumer's Forum/Commission/any other authority shall be realized from the 2nd party. If the case is not finalized within the period of engagement of the agency, the security amount to the extent of total claim made in the case shall be withheld till the case is disposed off, and the amount after disposal of the case shall be refunded without any interest to the 2nd party after deduction of expenditure incurred if any in defending the case by OSRTC.

12. That, the 2nd party shall obey the rules/regulations of the local authorities and maintain cordial relation with the passengers. The 2nd party shall not be involved in any act involving moral turpitude, indiscipline or in any action opposed to the public interest or shall not be involved in anti-Corporation activities. The 2nd party shall not utilize the vehicle for any purpose other than the purpose for operation ofExpress/H.T or shall not utilize it against the interest of the Corporation or beyond the schedule time or for any other purpose not stipulated in the agreement.

13. That, no claim of the 2nd party for exemption from deposit of targeted chartered fare proceeds for any period/trip will be considered for road blockage/strike en-route/break-down of vehicles en-route compelling refund of fare to the passengers. In case of general strike, bandh, road blockage, natural calamity, forcing the vehicle not to ply on road, it shall be considered for waiver of payment for full period by OSRTC on case to case basis. The decision of OSRTC is final in this regard.

14. That, in case of dispute as regards the matter relating to the interpretation of the Clause or in case of cancellation of agreement or in case of any difficulties faced by the agent he shall file appeal/representation before the Managing Director, OSRTC who is the competent authority to dispose the petition. After disposal of the representation if the 2nd party is aggrieved by such decision he may file petition for appointment of an arbitrator to settle the dispute. The Managing Director shall appoint an arbitrator. The proceeding of such arbitrator shall be as per The Arbitration and Conciliation Act 1996 and shall be limited to the jurisdiction of Bhubaneswar & Cuttack Courts only. The arbitrator so appointed shall adjudicate the dispute and submit its award within a period of three months from the date of reference which shall be binding of both the parties

In witness where of both the parties sign the present agreement being present in the office chamber of the General Manager (A), OSRTC on this day of 2013.

WITNESSES

1. Signature of 1st party,
2. Signature of the 2nd party,