

Contract Agreement between Contractor and Kathmandu University for the purpose of Vehicle Hire

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of the year _____ between Mr/Ms _____ (herein after called the Contractor) whose permanent address is at _____ and Kathmandu University (herein after called the KU) whose central office is situated at Dhulikhel- 7, Kavre. The Contractor will provide vehicles on hire basis to KU for project use on the terms and conditions herein contained, and rates as mentioned in the Guidelines. KU shall deduct 1.5% tax on VAT bill or 15% tax on PAN bill or 10% TDS on every transaction where no bill is furnished and the receipt of payment is made on Receipt of Payment (Projects) developed by the RDC.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract, from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide on the rates accepted as described in the Guidelines (www.ku.edu.np/research).
2. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the service required by the KU.
3. It is anticipated that the Contractor will supply vehicles to KU on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor shall comply with all the terms and conditions which are part and parcel of this agreement and forms integral part of this agreement and also the following.
5. The project staff of KU shall place an order for their requirement on the official Hire order form (herein after called Hire order) and will receive acknowledgement from the Director-RDC for the supply of vehicles.
6. The Contractor agrees with the KU and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
7. Contractor will provide vehicles to KU with taxes, insurance etc. due on such vehicles shall be the liability of the contractor.
8. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The KU only reserves the right to substitute it with another similar vehicle if for any reason whatsoever the KU is not happy with the condition of the vehicle provided, the Contractor will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the KU then the KU will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.

9. Contractor will submit Log sheet to KU on monthly basis for release of payment by KU. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ KU officials. On the basis of these duty slips, the bills shall be raised to KU by the contractor. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 5 kms in each way between user delivery address and the garage/normal parking place.
10. If the Contractor fails to provide the vehicle to KU and if the service is not found satisfactory enough, the KU shall have the right to terminate the contract in whole or part.
11. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty.
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. KU shall have no liability whatsoever. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise in respect of vehicles provided by contractor. KU will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
13. If for any reason the KU is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the KU regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
14. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies the KU against all such liability.
15. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Contractor will also ensure that they will not supply the vehicles to KU which are either owned by employees of KU or their near relatives.
16. If the Contractor institutes any legal proceedings against the KU to enforce any of its rights under this agreement it shall be in the legal jurisdiction of KU where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed _____

Signed _____

For and on behalf of the KU

For and on behalf of the Contractor

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses