

**No.D.26017/16/2019-GAD**  
**GOVERNMENT OF MIZORAM**  
**General Administration Department**  
**Mizoram New Capital Complex, Aizawl**  
\*\*\*\*

Dated at Aizawl, the 27<sup>th</sup> Oct, 2020

**NOTIFICATION**

In pursuance of para 10 of this Department's Notification No.D.26017/16/2019-GAD dt.19.11.2019 regarding the 'Government of Mizoram Vehicle Outsourcing Policy, 2019', the Government of Mizoram hereby notifies a '**Model Deed of Agreement for Outsourcing of Vehicles**' at Annexure -I, which is to be countersigned by the 'Car Provider' and the requisitioning Department, Commission, Board, Office, etc at the time of execution of the said policy.

The following instructions should be complied by the concerned Department, Commission, Board, Office, etc for outsourcing of vehicles:

1. As stipulated at para 19 of the 'Government of Mizoram Vehicle Outsourcing Policy, 2019 notified vide Notification No.D.26017/16/2019-GAD dt.19.11.2019, the **Vehicle Outsourcing Committee (VOC)** under Government of Mizoram shall consists of the following composition:

Secretary of the Department	-	Chairman
Head of Department	-	Member Secretary
Representative of GAD (Gazetted Officer)	-	Member
Representative of Law & Judicial Department (Gazetted Officer)	-	Member
Representative of Finance Department (Gazetted Officer)	-	Member

In case of constitutional bodies, commissions, statutory boards, etc constituted by the Government of Mizoram from time to time, the composition of the **Vehicle Outsourcing Committee (VOC)** shall be as follows:

Chairman of the Commission, Board, etc	-	Chairman
Secretary of the Commission, Board, etc	-	Member Secretary
Representative of GAD (Gazetted Officer)	-	Member
Representative of Law & Judicial Department (Gazetted Officer)	-	Member
Representative of Finance Department (Gazetted Officer)	-	Member

2. The Department concerned shall prepare **Agenda Papers** for consideration of the Vehicle Outsourcing Committee consisting of the following documents:
  - a) Approval for outsourcing of vehicles from General Administration Department
  - b) Quotation Notice
  - c) Comparative Statement of at least three quotations along-with Quotation Papers submitted by registered / empanelled firms/agencies/individuals.
  - d) A Certificate from Head of Department stating that the number of vehicle(s) to be outsourced is not beyond entitlement vis-a-vis the existing vehicles under the Department. (Sample Certificate is enclosed Annexure - II).
  - e) Details of existing list of vehicles under the Department/Office
  - f) Vehicle Entitlement of the Department/Office
  - g) Number of vehicles proposed to be outsourced and their proposed places/offices of deployment as pool or the name and designation of the entitled officers proposed to be allotted
  - h) Up-to-date availability of fund for outsourcing vehicle.
  
3. The recommendation of the Vehicle Outsourcing Committee shall clearly indicate the rate, quantity and detailed particulars of the approved firms / agencies / individuals. The Committee should accept the lowest quotation unless there is an objection to the propriety or capability of the quotationer or the quality and nature of his past performance. In case, the lowest quotation is not accepted, the reason should be recorded in writing. In the event of a tie of quotations, preference will be given to the quotationer, whose address/location is closer to the proposed place/office of utilization of the vehicle.

4. The requisitioning Department/Office shall obtain approval of the concerned Minister of the recommendation of the Vehicle Outsourcing Committee. In case of constitutional bodies, commissions, statutory boards, etc constituted by the Government of Mizoram, approval of the Minister of the parent Department shall be obtained through the Administrative / Parent Department. The recommendation of the Vehicle Outsourcing Committee shall be effective for one year with effect from the date of approval of the Government. Copies of the minutes of the Vehicle Outsourcing Committee duly approved by the Government should be conveyed in writing to General Administration Department.
5. In case of any doubt of the provisions of 'Government of Mizoram Vehicle Outsourcing Policy, 2019' or any complication in the operation of the policy and these instructions, the matter shall be referred to General Administration Department for consideration and instructions. The decision made by General Administration Department shall be final and binding.

The 'Model Deed of Agreement for Outsourcing of Vehicles' is vetted by Law & Judicial Department vide I.D.No.LJD.14/2020/111 dt. 16.07.2020 and Finance Department vide I.D.No.FIN(E)279/2020 dt.14.10.2020.

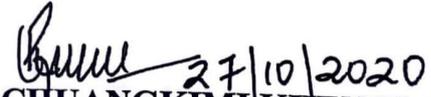
**Sd/- JC RAMTHANGA**

Additional Chief Secretary to the Govt of Mizoram

**Memo No. No.D.26017/16/2019-GAD: Dated at Aizawl, the 27<sup>th</sup> Oct, 2020**

Copy to:-

1. Secretary to the Governor of Mizoram.
2. P.S to Chief Minister, Mizoram
3. P.S to Speaker/Deputy Speaker, Mizoram
4. P.S to all Ministers/Ministers of State / Vice-Chairman, State Planning Board
5. Sr. P.P.S to Chief Secretary, Govt. of Mizoram
6. P.P.S to Additional Chief Secretary, Govt of Mizoram
7. Principal Secretaries/Commissioner & Secretaries/ Secretaries / Special Secretaries
8. Secretary, MPSC/MIC/SEC/Lokayukta/MSSSB
9. All Administrative Departments
10. All Heads of Departments
11. Chief Controller of Accounts, Accounts & Treasuries, Aizawl
12. All Treasury Officers, Govt of Mizoram
13. All empanelled firms/agencies/individuals
14. Website Manager, GAD
15. Guard File.

  
**(ROCHUANGKIMI KHENGLAWT)**  
Under Secretary to the Govt. of Mizoram  
General Administration Department

**DRAFT DEED OF AGREEMENT FOR OUTSOURCING OF VEHICLES**

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

BETWEEN

\_\_\_\_\_ (CAR PROVIDER), having its  
Office/Residence at \_\_\_\_\_

Ph.No: \_\_\_\_\_

and hereafter called as 'CAR PROVIDER' which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors in title.

AND

The Governor of Mizoram, through the Secretary,  
\_\_\_\_\_, Government of Mizoram.

The outsourced vehicle is to be utilized by/as  
\_\_\_\_\_ (Designation of Officer/Pool  
Vehicle) as approved by GAD vide No. \_\_\_\_\_ Dt. \_\_\_\_\_

Whereas the Government of Mizoram is required to provide Vehicles to entitled Officers and Pool Vehicles for various Departments for official purpose and whereas \_\_\_\_\_ has offered to the Government of Mizoram competitive rates for providing vehicle(s) of type LMV/SUV/MMV (Eg. Sumo, Bolero, Wagon R, Accent, etc.) \_\_\_\_\_ bearing Registration No. \_\_\_\_\_ on monthly hiring basis at the rate of ₹ \_\_\_\_\_ per month and come out successful in the tender.

NOW THIS AGREEMENT WITNESSETH AS UNDER and the parties to the Agreement have agreed to terms and conditions mentioned herein below:

1. In consideration of the Govt. of Mizoram deciding on outsourcing of vehicles to entitled officials/pool vehicles, the Car Provider agrees to provide vehicles to the Government of Mizoram on monthly hiring basis for 1 (one) year initially in accordance with the terms and conditions specified in this Agreement which may be extended as felt necessary.
2. The Government of Mizoram agrees to pay monthly hiring charges to the CAR PROVIDER by way of cheque or direct credit to the CAR PROVIDER's bank account with respect to each vehicle on a monthly basis.
3. The CAR PROVIDER shall furnish the details of the vehicle as per format annexed in the Schedule to this Agreement to the Govt. of Mizoram.
4. During the term of contract, the outsourced vehicles shall be treated as Government vehicles for the purpose of 'The Central Motor Vehicle Rules, 1989' and 'The Mizoram Passengers & Goods (Taxation) Act, 2005', which shall be classified as Non-Transport vehicles.
5. The outsourced vehicles shall be utilized only for Government purposes, not for commercial/private purposes during the term of contract.
6. In order to assure quality, only vehicles registered not more than **two** years before the year of application shall be eligible and under no circumstances will they ply for beyond six years of their life.
7. All outsourced vehicles must have valid documents including 'Pollution under Control' Certificate and Insurance Policy.
8. The cars must be kept clean and periodically serviced and provided with neat seat covers which should be changed after every 15 days.
9. The CAR PROVIDER will provide the vehicle for 10 hours duty daily and the start of duty timing will be as per the convenience of the user official. However, in case of holidays and No Ply Days, the outsourced vehicle must be on stand by at all times.
10. In case the car breaks down on the way or found missing from duty, the CAR PROVIDER will have to pay taxi fare applicable for Taxi, if no immediate suitable alternative arrangements are made by the CAR

PROVIDER. Further, the CAR PROVIDER will arrange another car till the car concerned is repaired. The CAR PROVIDER shall do suitable periodical maintenance to avoid breakdowns. The Government may also impose penalty on the CAR PROVIDER on repetition of such incidents and to the extent may reject the car or terminate the contract with the CAR PROVIDER.

11. In the event of replacement of the vehicle provided due to unavoidable reasons, the authorized make/model of the car should be provided with prior intimation to the official for whom the car is engaged and on consultation with the concerned Department of the Government.
12. Whenever the user official is out of station or otherwise, the car shall be used in the general pool of the Department till the validity of such period as desired by the Government.
13. The car provided to the Government shall be covered by comprehensive insurance policy at the cost of the CAR PROVIDER. The Government shall not be responsible for any damage to the car and compensation to anyone in the event of injury/disablement or loss of life as a result of any accident. The CAR PROVIDER shall indemnify the Government against any damage/loss as a result of accidents caused by the car.
14. The outsourced vehicles should be in pristine condition at all times.
15. Extra charges @ ₹ 500 per day shall be paid on outstation duty to the Car Provider.
16. No expenses on rest rooms, meals etc. will be provided by the Government to the drivers.
17. Fuel charges will be determined on the basis of kilometer per litre based on properly maintained log book.
18. The CAR PROVIDER has to replenish the fuel up to full tank whenever the fuel level comes down to half tank.
19. The CAR PROVIDER shall comply with all the local laws and statutory laws as applicable and will indemnify the Government against all actions, claims, suits etc. for non-compliance of laws.
20. The CAR PROVIDER should have a telephone facility or contact point for 24 hours and the telephone/mobile numbers of the concerned

person/office shall be given to the user Officer. In addition, the CAR PROVIDER should make dedicated arrangement to ensure that all the cars report on time and are kept clean at the start of duty each morning.

21. The CAR PROVIDER shall bear the expense in regard to periodic washing of seat covers and general upkeep of the cars.
22. The CAR PROVIDER shall change the driver, if not found suitable or desirable by the official and shall make immediate arrangement to provide a substitute. If the driver is unable to attend or proceeds on leave for whatsoever reason, the CAR PROVIDER shall provide substitute without delay.
23. The CAR PROVIDER should maintain a record of the routing of the car on a daily basis, which should be authenticated by the user official concerned on the log sheet prescribed by the Government.
24. All applicable taxes inclusive those of passenger tax and road tax will be borne by the CAR PROVIDER and not the Government. Toll tax and parking charges shall be paid by the CAR PROVIDER which will be reimbursed by the Government, along with the monthly bills on production of genuine vouchers.
25. Drivers should have valid driving license, be medically fit and have antecedents, Police verified. The CAR PROVIDER shall provide the drivers mobile connection for communication with the user Officer and its capital/recurring cost will be borne by the CAR PROVIDER and not the Government. Renewal of Driving License shall be the responsibility of the CAR PROVIDER. The drivers should be neatly dressed in uniforms prescribed by the Government to be provided by the CAR PROVIDER and also should be courteous and obedient.
26. The drivers will be the staff of the CAR PROVIDER and not of the Government. As such, the Government will not be responsible in any way for the driver's injury, disablement or loss of life due to an accident while on duty.
27. The drivers will comply with the orders given by the Security Officers or any other responsible functionary of the Government regarding safety and security when the car is in the Government premises.

28. The vehicles engaged by the Government shall be on Monthly Hiring Basis and unless intimated/terminated otherwise, the Agreement will be for a period of **1 (one) year** and will be reviewed at the discretion of the Government from time to time.
29. The Government reserves the right of termination of this Agreement without assigning any reason, by giving 30 day notice to the CAR PROVIDER concerned during the contract period. No compensation whatsoever shall be paid by the Government to the CAR PROVIDER on such termination. If the termination for any reason happens in the middle of the month, hire charges on pro-rata basis shall be payable by the Government to the CAR PROVIDER.
30. The Agreement shall be terminated without any notice, if the CAR PROVIDER violates any of the terms and conditions of this Agreement at any stage of the contract.
31. It is agreed and acknowledged by the parties that the obligation to pay the monthly hiring bill of the vehicle(s) is subject to the CAR PROVIDER ensuring the delivery of the services as per the Agreement.
32. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof.
33. It is agreed that in respect of any suit touching any matter, claims or disputes arising in any way relating to this Agreement, the court having competent jurisdiction within Mizoram shall have exclusive power of adjudication.

IN WITNESS WHEREOF, the party above named to the Agreement puts their signature through their authorized signatory on this day \_\_\_\_\_

Authorized Signatory

Authorized Signatory

IN PRESENCE OF WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

**SCHEDULE**

The following are the details of the New Car provided to the Govt. of Mizoram on hire basis as per car hiring Agreement dated \_\_\_\_\_ between \_\_\_\_\_ and the Govt. of Mizoram.

<b>Name of Model and Make</b>	
<b>Engine Number</b>	
<b>Chassis Number</b>	
<b>Registration Number and Date of Registration</b>	
<b>Name and Address of the Delivery Dealer</b>	
<b>Date of Delivery</b>	
<b>Invoice Number and Date</b>	
<b>Date of Hiring the Vehicle</b>	

\*\*Copy of Registration paper is to be provided to the Government.

In witness whereof, the Govt. of Mizoram and

\_\_\_\_\_ have caused this Schedule to be executed by their duly authorized representatives as of date first above written and commit that the terms and conditions of the Agreement for hiring of cars on monthly basis govern this Schedule.

GOVT. OF MIZORAM

CAR OWNER

Authorized Signatory

Authorized Signatory

**SAMPLE CERTIFICATE**  
(Ref para 2(d) of Notification No.D.26017/16/2019-GAD dt.....)

**Name of Department/Office**  
(Address of Department/Office)

**CERTIFICATE**

I certify that the proposal for outsourcing .....  
vehicle(s) (*indicate nos. of vehicles proposed to be outsourced*) is  
admissible as per the Vehicle Entitlement issued by the Government  
time to time vis-a-vis the number of the existing vehicles under this  
Department/Office.

In case the information stated above is not correct, I  
hereby take full responsibility for the same.

Date:

Place:

(Signature)  
(FULL NAME IN BLOCK LETTERS)  
Head of Department  
(Seal)