

Government of Odisha
Parliamentary Affairs Department


File no.29321800102020 (ME-4-08/2020) No. 0013 /PAD, Dated. 02.01.2025

TENDER CALL NOTICE FOR HIRING OF VEHICLE

Sealed quotations / tenders are invited from **O.G.S.T and Govt. Registered Travel Agencies / Tour Operators located at Bhubaneswar** for providing (01) one no of **BS-VI compliant Petrol Commercial Light Vehicle (AC vehicle) of Tiago/Bolt/Celerio etc. or vehicle of similar model and segment, having the same mileage** including driver on monthly rent basis (**within monthly hiring charges of Rs.20,000/- excluding fuel**), which shall confirm to the terms and conditions (**Annexure-A**) for official use in Parliamentary Affairs Department as common pool vehicle.

1. The Service provider shall have a valid OGST registration to participate in the tendering process.
 2. The vehicle must be in road worthy condition, **shall not be more than 3 years of old from the date of initial registration** and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, Pollution Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. mandatory for plying of vehicle.
 3. The driver of the vehicle must have valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport/passenger vehicle.
 4. The Driver should be well behaved, gentle and obedient in nature. He must not have any criminal case against him.
 5. **A sum of Rs.5000/-(Rupees Five Thousand) only** shall be deposited by the intending bidders in shape of Account Payee Bank Draft drawn in favour of Under Secretary to Government, Parliamentary Affairs Department and submitted along with the tender as security deposit (i.e EMD). After completion of the tender process the amount will be refunded to unsuccessful bidders. **Separate EMD must be submitted for separate vehicle if any bidder is bidding for both the vehicle.** The application received without EMD of Rs.5,000/-(Rupees Five Thousand) only will not be entertained.
 6. The monthly rate of hire charges be quoted separately in the general bid information (excluding fuel).
 7. The vehicle must achieve fuel efficiency of **17 Kms. per litre.**
 8. The details of the make and year of manufacture of the vehicle, registration no. mileage (Kms. covered per litre) and name of the driver with Driving License no. and period of validity should be specifically provided in the general bid information to be furnished with the Quotation / Tender (**Annexure-B**).
 9. The tender will have to be submitted in two parts i.e. **Technical Bid (Cover-A)** and **Financial Bid (Cover-B)** only. The formats & documents to be submitted in technical & financial bid are mentioned in the tender document. The bidders should submit their **technical and financial bid separately in two envelopes** and these two envelopes should be put into **another cover envelop** super-scribed as "**Tender for Hiring of Vehicles on Monthly Basis in reference to Advertisement No. 0013 /2025 dtd. 02.01.2025".**
- The Technical & Financial Bid envelopes should be clearly marked as **Technical Bid/ Financial Bid** on the top of the relevant envelopes. The tenders (Cover & inner envelopes) should be addressed to: **The Under Secretary to Government, Parliamentary Affairs, Department, Lokseva Bhawan-751001, Odisha.**
10. The quotation completed in all respect should reach the undersigned on or before **28.01.2025 by 12.00 Noon** and shall be opened on the same day at **12.30 P.M.** in the presence of the bidders or their authorized representatives.

11. The application form of quotation / tender containing General Bid Information & Terms and Conditions for Hiring of vehicles etc. will be available in the official website of Parliamentary Affairs Department i.e <https://pa.odisha.gov.in>. A Bank Draft of Rs.1000/- (Rupees one Thousand) only drawn in favour of Under Secretary to Government, Parliamentary Affairs Department towards cost of tender paper must be submitted by the bidder/Travel Agency along with the tender paper **through registered post/ speed post mentioning their complete mailing address** .
12. The application received without bank drafts towards payment of General Bid Information will not be entertained.
13. Any doubt regarding the hiring process may be clarified by contacting to the P.A Department Office Telephone No- **0674-2322614** or Mob No-**7008229778** during the office hour.
14. The Bid Security (EMD) submitted by any Bidding agency who withdraw or alter their bid during the bid validity period or withdraw after getting selected (as the L1 Bidder) will be forfeited.
15. The Authority reserves the right to reject any application received incomplete without citing the reason thereof.
16. The Authority reserves the right to cancel the tender without citing the reason thereof.
17. The Bidders must abide by the guideline of Finance Department Letter No.35340 dtd.19.12.2024 and "Terms & conditions of service providers agreement" enumerated in Finance Department Office Memorandum No.22924 dtd.14.08.2023 annexed at **Annexure-II**.


01.01.2025
(Hara Prasad Biswal)

Under Secretary to Government
Parliamentary Affairs Department

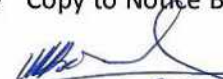
Memo No. 0014 /PAD, Dated. 02.01.2025

Copy forwarded to the Head State Portal Group, IT Centre, Secretariat with a request to display the Notice in the State Government website for wide publicity/ All Departments/ A.D.M., Bhubaneswar/ Commissioner, B.M.C. with a request to display the Notice in their Notice Board for widely publicity.


01.01.2025
Under Secretary to Government


Memo No. 0015 /PAD, Dated. 02.01.2025

Copy forwarded to the Chief Receptionist, Secretariat/ A.C.P., Secretariat Security/ Copy to Notice Board, Parliamentary Affairs Department/ 5 (five) spare copies to P.A., O.E-II Section.


01.01.2025
Under Secretary to Government

Memo No. 0016 /PAD, Dated. 02.01.2025

Copy forwarded to the Information and Public Relations Department with a request to take necessary steps for early publication of this Tender Call Notice in **two numbers of widely circulated Odia daily on or before 03.01.2025**. A copy of the publication along with Bills in triplicate may please be sent to this Department for needful action.


01.01.2025
Under Secretary to Government

Annexure –A

TERMS AND CONDITIONS FOR HIRING OF VEHICLE

The following terms and conditions must be fulfilled by the successful bidders for providing a vehicle on hire on monthly rent basis.

1. The hired vehicle, during period of contract, shall have all necessary valid MV documents such as :- Valid Registration Certificate, Insurance Certificate, Pollution Certificate, Fitness Certificate, valid Contract Carriage Permit , proof of up to date tax payment etc and D.L. of the driver available all the times.
2. The Department / Office hiring the vehicle shall not be responsible for any damage / loss caused to hired vehicle or loss of life / injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever.
3. The hire charges to be paid for monthly basis is final but does not include cost of Petrol, which is to be paid separately basing on actual consumption as per existing Government norms. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, Battery etc. will be borne by the bidder.
4. It shall be the responsibility of the bidder to provide a good driver and the salary of the driver shall be borne by the owner.
5. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle / bidder.
6. In case of the vehicle do not report regularly, the authority will be at liberty to reject the agreement without prior notice.
7. The vehicles shall report for duty for minimum of 25 days in a month.
8. In case of emergency, the driver will have to report for duty as per the requirement. No extra payment shall be demanded.
9. Monthly hire charges and reimbursements towards cost of fuel (as per actual consumption) of selected bidder will be paid in every succeeding month, as per as possible within fifteen days of the submission of bills by the service provider and no advance payment will be made.
10. The vehicle **shall not be more than 3 years old from the initial registration** and also in good running condition during the period of contract.
11. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
12. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.
13. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.

Signature of Quotation/ Tender Calling Authority

Annexure –B

GENERAL INFORMATION FOR HIRING VEHICLES

1. Name of the Service Provider:-
2. Complete Address :-
3. OGST Number:-
4. Bank Account No and IFSC Code
5. Registration No. of the Vehicle:-
6. Year of Manufacture :-
7. Make & Model :-
8. Date of registration:-
9. Name & complete address
of the owner of vehicle :-
10. Fitness Certificate validity :-
11. Pollution Certificate validity
12. Permit validity :-
13. Insurance validity :-
14. Name / Address of the Driver :-
15. D.L No. & Validity of the D.L of the Driver :-
16. Proposed hire Charge of the vehicle per
month excluding fuel cost :
16. Rate of fuel consumption / Mileage per liter :-
17. Contact Number of the service provider
(Tenderer / Quotationer)
18. Contact Number of Driver

“Certified that the information submitted above is true to the best of my knowledge and belief”.

Seal & Signature of the Quotationer / Tenderer

TENDER FORM**Part-I Technical Bid Cover-A**

(The documents have to be arranged serially as per the order mentioned below)

1	Name of the Organization	
2	Address of the Organization with telephone no. & fax	
3	Email id of the Organization	
4	Name of authorized signatory	
5	Specimen signature of the authorized signatory	
6	Telephone number of authorized signatory	
7	Instrument No. and date of the tender document cost of Rs.1000/- (Rupees One Thousand) only (Non-Refundable) submitted by the organization	In shape of Demand Draft.
8	Instrument No. and date of the Bid Security cost of Rs.5000/- (Rupees Five Thousand) only (Refundable only to non-selected bidders) submitted by the organization	In shape of Demand Draft.
9	Registration Certificate of the Firm (Partnership Firm / Company)	(Attach self-attested copy of the Registration Certificate of the firm)
10	GST Registration	(Attach self-attested copy of GST Registration Certificate)
11	PAN	(Attach self-attested copy of PAN Card)
12	Proof of providing of vehicles to at least 1 (one) Govt. / Semi-Govt. Organizations / PSUs / Banks etc. during the last three financial years i.e. 2021-22 to 2023-24.	(Attach self-attested copies of work Orders received from Government / Semi-Government / PSUs / Banks etc. during last three Financial years i.e. 2021-22 to 2023-24)
13	Undertaking to provide good conditioned vehicles (not more than 3 years old BS VI compliance vehicle) along with all necessary documents required under traffic rule.	Attach the undertaking with signature & seal of the Organization
14	Undertaking that the vehicle to be provided will not belong to any employee of hiring Department or office	Attach the undertaking with signature & seal of the Organization
15	Undertaking that the firm has not been debarred / blacklisted by any Govt. Organization / Semi Government Organization / PSUs	Attach the undertaking on a <u>non judicial stamp paper of Rs.20/-</u> (Original Copy)with signature & seal of the organization

DECLARATION:

I/we hereby certify that the terms and conditions given with the tender notice have been read carefully and acceptable to me/ us and that the information furnished above are full and correct to the best of my/ our knowledge. I/we understand that in case of any deviation /false information in the above statement at any stage, our Firm/ Agency will be blacklisted /debarred and will not have any dealing with your organization in future.

Place:

Date:

(Signature & Seal of the Authorized Signatory)

TENDER FORM

Part II - Financial Bid - Cover B

* Halting charges in case of Long tour are not allowed from 11 PM to 6 AM if the vehicle halted for night.

A. Monthly Basis Rate (exclusive of GST)

Sl. No.	Type of Vehicle	**K.M. per one Litre of petrol	Monthly Rent excluding fuel per vehicle (Rs.)
a	b	c	d
1.	Tiago/Bolt/Celerio etc. or vehicle of similar model and segment, having the same milage		

B. GST: Please mention the % of GST as applicable:

Note: GST will be paid extra as applicable and will not be taken into account for evaluation.

Place:

Date:

(Signature & Seal of the Authorized Signatory)

ଓଡ଼ିଶା ସରକାର
ଅର୍ଥ ବିଭାଗ

ସଂଖ୍ୟା ୩୧୩୪୦ / ଅର୍ଥ

ତା ୧୩.୧୨.୨୦୨୪

PT1-FIN-COD-MV-0004-2018

ପ୍ରେରକ

ଶାଶ୍ୱତ ମିଶ୍ର

ପ୍ରମୁଖ ଶାସନ ସଚିବ

ପ୍ରାପ୍ତେଷୁ

ଅତିରିକ୍ତ ମୁଖ୍ୟ ଶାସନ ସଚିବ/

ପ୍ରମୁଖ ଶାସନ ସଚିବ/

କମିଶନର-ତଥା- ଶାସନ ସଚିବ/

ଶାସନ ସଚିବ

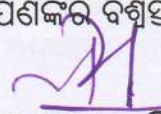
(ସମସ୍ତ ସରକାରୀ ବିଭାଗ)

ବିଷୟ:- ଉଡା ସୂତ୍ରରେ ନିୟୋଜିତ ଯାନ ଗୁଡ଼ିକରେ Engine Oil ଦେୟ ସମ୍ବନ୍ଧରେ ସ୍ୱୀକାରଣ

ମହାଶୟା /ମହାଶୟ,

ଅର୍ଥ ବିଭାଗର ସ୍ଥାନକ ସଂଖ୍ୟା ୨୨୯୨୪/ଅ ତା ୧୪.୦୮.୨୦୨୩ ସନ୍ଦର୍ଭରେ ଏହା ସ୍ୱୀକୃତ କରାଯାଉଛି ଯେ, ରାଜ୍ୟ ସରକାରଙ୍କ ବିଭିନ୍ନ ବିଭାଗ, ବିଭାଗୀୟ ମୁଖ୍ୟ କାର୍ଯ୍ୟାଳୟ, ଜିଲ୍ଲାସ୍ତରୀୟ କାର୍ଯ୍ୟାଳୟ, ବ୍ଲକ୍ /ତହସିଲ ଏବଂ ଅନ୍ୟାନ୍ୟ କାର୍ଯ୍ୟାଳୟ ପାଇଁ ଉଡା ସୂତ୍ରରେ ନିୟୋଜିତ ଯାନ ଗୁଡ଼ିକର Engine Oil/Lubricant ଇତ୍ୟାଦି ବାବଦୀୟ ଖର୍ଚ୍ଚ ରାଜ୍ୟ ସରକାର ବହନ କରିବେ ନାହିଁ । ଏହା ସେବା ପ୍ରଦାନକାରୀଙ୍କ ଦ୍ୱାରା ବହନ କରାଯିବ । ତେଣୁ, ଆବଶ୍ୟକ ସ୍ଥଳେ, ଯାନଗୁଡ଼ିକୁ ଉଡା ସୂତ୍ରରେ ନିୟୋଜିତ କରିବାପାଇଁ ସେବା ପ୍ରଦାନକାରୀଙ୍କ ସହ କରାଯାଇଥିବା ରାଜିନାମାକୁ ପରିବର୍ତ୍ତନ କରିବା ପାଇଁ ଅନୁରୋଧ କରାଯାଉଛି ।

ଆପଣଙ୍କର ବିଶ୍ୱସ୍ତ,


ପ୍ରମୁଖ ଶାସନ ସଚିବ 19.12.2024

ଜ୍ଞାପକ ସଂଖ୍ୟା ୩୧୩୪୧ /ଅର୍ଥ

ତା ୧୩.୧୨.୨୦୨୪

ଏହାର ଏକକିତା ନକଲ ମାନ୍ୟବର ଅର୍ଥ ମନ୍ତ୍ରୀଙ୍କ ବ୍ୟକ୍ତିଗତ ସଚିବ, ଅର୍ଥ / ମୁଖ୍ୟ ଶାସନ ସଚିବଙ୍କ ବ୍ୟକ୍ତିଗତ ସଚିବ / ଉଚ୍ଚତମ କମିଶନର-ତଥା -ଅତିରିକ୍ତ ମୁଖ୍ୟ ଶାସନ ସଚିବ ଙ୍କ ବ୍ୟକ୍ତିଗତ ସଚିବ / ପ୍ରଧାନ ମହାଲେଖାପାଳ (G & SSA) ଓଡ଼ିଶା, ଭୁବନେଶ୍ୱର / ପ୍ରଧାନ ମହାଲେଖାପାଳ (E & RSA), ଓଡ଼ିଶା, ଭୁବନେଶ୍ୱର / ପ୍ରଧାନ ମହାଲେଖାପାଳ (A&E).ଓଡ଼ିଶା, ଭୁବନେଶ୍ୱର / ଉପ ମହାଲେଖାପାଳ (କାର୍ଯ୍ୟ), ଓଡ଼ିଶା, ପୁରୀ / ସମସ୍ତ ବିଭାଗୀୟ ମୁଖ୍ୟ ଦପ୍ତର / ସମସ୍ତ ରାଜସ୍ୱ ବିଭାଗୀୟ କମିଶନର / ସମସ୍ତ ଜିଲ୍ଲାପାଳ / ସମସ୍ତ ଆର୍ଥିକ ପରାମର୍ଶଦାତା / ସମସ୍ତ ସହକାରୀ ଆର୍ଥିକ ପରାମର୍ଶଦାତା / ନିର୍ଦ୍ଦେଶକ, (MDRAFM), ଚନ୍ଦ୍ରଶେଖରପୁର, ଭୁବନେଶ୍ୱର / ମହା ନିର୍ଦ୍ଦେଶକ, ଗୋପାବନ୍ଧୁ ପ୍ରଶାସନ ଏକାଡେମୀ, ଭୁବନେଶ୍ୱର / ପ୍ରିନ୍ସିପାଲ୍, ସର୍ବ ହ୍ୟାଣ୍ଡ ଏବଂ ଟାଇପ୍ ଲେଖା ପ୍ରତିଷ୍ଠାନ , ଭୁବନେଶ୍ୱର / ସମସ୍ତ ଜିଲ୍ଲା କୋଷାଗାର, ସ୍ୱତନ୍ତ୍ର କୋଷାଗାର ଏବଂ ଉପ କୋଷାଗାର ଅଧିକାରୀଙ୍କ , ଅବଗତି ଓ ବିହିତ କାର୍ଯ୍ୟାନୁଷ୍ଠାନ ନିମନ୍ତେ ପ୍ରେରଣ କରାଗଲା ।

ସତ୍ୟାନନ୍ଦ ସତ୍ତ୍ୱାଜୀ
୧୧.୧୨.୨୦୨୪
ଅନୁଶାସନ ସଚିବ

ଜ୍ଞାପକ ସଂଖ୍ୟା ୩୧୩୪୨ /ଅର୍ଥ

ତା ୧୩.୧୨.୨୦୨୪

ଏହାର ଏକକିତା ନକଲ ଅର୍ଥ ବିଭାଗ ର ପ୍ରମୁଖ ଶାସନ ସଚିବ ଙ୍କ ବ୍ୟକ୍ତିଗତ ସଚିବ/ ସମସ୍ତ ସ୍ୱତନ୍ତ୍ର ଶାସନ ସଚିବ ଙ୍କ ବ୍ୟକ୍ତିଗତ ସଚିବ/ ସମସ୍ତ ଅତିରିକ୍ତ ଶାସନ ସଚିବ ଙ୍କ ବ୍ୟକ୍ତିଗତ ସଚିବ/ ସମସ୍ତ ଅଧିକାରୀ/ଅର୍ଥ ବିଭାଗ ର ସମସ୍ତ ଉପ ବିଭାଗ ଅବଗତି ଓ ବିହିତ କାର୍ଯ୍ୟାନୁଷ୍ଠାନ ନିମନ୍ତେ ପ୍ରେରଣ କରାଗଲା ।

ସତ୍ୟାନନ୍ଦ ସତ୍ତ୍ୱାଜୀ
୧୧.୧୨.୨୦୨୪
ଅନୁଶାସନ ସଚିବ

ଜ୍ଞାପକ ସଂଖ୍ୟା ୩୧୩୪୩ /ଅର୍ଥ

ତା ୧୩.୧୨.୨୦୨୪

ଏହାର ଏକକିତା ନକଲ ଶ୍ରୀ ତପନ କୁମାର ପଟ୍ଟନାୟକ, ସର୍ବ-ନୋଡାଲ ଅଫିସର, FID, ଅର୍ଥ ବିଭାଗଙ୍କ ଅବଗତି ଓ ବିହିତ କାର୍ଯ୍ୟାନୁଷ୍ଠାନ ନିମନ୍ତେ ପ୍ରେରଣ କରାଗଲା ।

ତାଙ୍କୁ ଏହି ଅନୁରୋଧ ଯେ ସେ ଏହି କାର୍ଯ୍ୟାଳୟ ସ୍ଥାନକୁ ଅର୍ଥ ବିଭାଗର website ରେ ସମସ୍ତଙ୍କର ଅବଗତି ନିମନ୍ତେ ଅପଲୋଡ କରିବେ ।

ସତ୍ୟାନନ୍ଦ ସତ୍ତ୍ୱାଜୀ
୧୧.୧୨.୨୦୨୪
ଅନୁଶାସନ ସଚିବ

Service Provider Agreement

1. This Agreement is made on this _____ day of _____
_____(Month)_____(Year) on the orders of Governor of Odisha by
and between the "Principal" **Name of the Office, address** ((which expression
shall unless be excluded by or repugnant to the context be deemed to include
its successors and assigns) and "Service Provider" **Name , having its
registered office (detailed address) herein after called "agency"** which
expression shall unless excluded by or repugnant to the context be deemed to
include its successors and assigns; herein after described as 2nd Party.

2. Whereas the Principal is desirous of engaging the Agency to provide vehicle
on hiring basis and the Agency is agreed to provide the vehicle as its service
provider with the terms and condition mentioned hereinafter.

2.1 Whereas the Agency is the owner of a make and model of motor vehicle of
the following description : Registration number _____; Model
_____; Chassis number _____; Engine number
_____; Color _____; Year of Manufacture _____.

2.2 Whereas the Service Provider having PAN No. _____ and GST
No. _____ which are valid on this date.

3.0 Rental:

The motor vehicle is hereby hired for _____ year at the rate of _____ per
month (excluding GST) payable monthly and the mileage of the vehicle, which
will be governed as per the Finance Department O.M No _____
Dated _____. The contract will be renewed subject to satisfaction of the
Principal.

4.0 The Service Provider Obligations:

4.1 Service provider agrees to terms and conditions of the contract and shall
ensure full compliance to them.

4.2 Agency agrees to provide quality services as per SLAs mentioned in the
contract.

4.3 Agency shall ensure that vehicle deployed shall arrive at designated location
on time. In an event of delay in arrival beyond 15 minutes, user shall have right
to hire other taxi services (which may or may not be of similar hired car
category). The fare charges shall be charged to service provider.

4.4 Agency to ensure that all maintenance work related to assigned vehicle shall
be carried out in off duty hours.

4.5 In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

4.6 The Agency shall not be allowed to sub-let the Contract.

4.7 The Agency shall only provide vehicles which have the comprehensive insurance.

4.8 Police verifications for deployed driver shall be ensured by the Agency.

4.9 Agency shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book (s) to the principal.

Vehicle:

4.10 The vehicle should have commercial license. The vehicle should not be more than three years old from the date of the Service request. **Vehicles older than seven years should be replaced by the service provider.** During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.

4.11 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.

4.12 The Agency shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Principal.

4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Principal and should be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc., it should be with the knowledge of the Controlling Officer of the Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty.

Driver:

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include the following:

4.14 Drivers that possess a valid commercial driving license shall be deployed by the agency.

4.15 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per

STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

4.16 The driver of the vehicle deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.

- i) Denial of duty during contract period, or during hours as noticed by user departments;
- ii) Use of abusive language;

4.17 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect.

4.18 Driver must be provided a working mobile phone and contact number be provided to user department.

4.19 In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the user department of the above change.

4.20 The driver shall be reachable at all times during duty hours.

4.21 Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.

4.22 As soon as the driver is advised to attend any guest by the administration, the driver should call /SMSs the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on agency's account.

4.23 Vehicle and driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.

Statutory Rules compliance & Taxes:

4.24 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair maintenance, replacement of spare parts, lubricating oil of engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of the vehicle will be borne by the Agency.

4.25 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles as per the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

4.26 The Agency shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4.27 The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.

4.28 The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.

4.29 The Agency shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

4.30 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.

4.31 The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department.

4.32 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

4.33 The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.

5 The obligations of Principal:

5.1 Principal shall make the payment towards hiring charges of the vehicle at the end of every month by credit into the bank account of the Agency within 15 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bonafide dispute within 15 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement;

5.2 The payment shall be subject to any deductions such as penalties, statutory deduction etc.

5.3 Principal shall accept the log book entries updated by Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by service provider.

5.4 The Principal shall be responsible for costs relating to fuel, toll gate charges, parking charges and oil topping up between services and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by Principal.

5.5 All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

6. Terminations:

6.1 The Principal shall have the right to terminate this Agreement, upon it giving 1 (one) months' notice in writing.

6.2 The Agency shall have the option to terminate this Agreement upon giving 1 (one) months' notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.

6.3 Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

7. Force majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8. Entire agreement

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9. Waiver of remedies

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

10. Assignment & change in ownership/management:

10.1 The Agency shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Principal.

10.2 The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.

11. Headings:

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12. Resolution of disputes:

In the event of any dispute or difference relating to the interpretation and/or application of the provisions of this Agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Department on behalf of Government of Odisha and the Authorized signatory of the Service Provider.

13. Applicability of laws:

The Agreement shall be governed by the Indian Laws for the time being in force.

WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____ day of _____ first above written.

FOR AND ON BEHALF OF Governor of Odisha

(AUTHORISED SIGNATORY)

Principal

WITNESS:

- 1.
- 2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence of

Name:

Address:

Signature: _____

Annexure-III**Log-Book**

Date	Place of departure and time	Place of arrival and time	Kilometre age/ Hours done	Purpose of journey	Name and designation of officer using
1	2	3	4	5	6

Petrol/Diesel					Signature of the Driver	Signature of the officer	Remarks
Petrol/ Diesel in tank	Petrol/ Diesel supplied	Total	Petrol/ Diesel consumed	Balance in tank			
7	8	9	10	11	12	13	14