



Letter No. ୧୨୭୧

Date. 11-05-26

TENDER CALL NOTICE NO- 1/2026-27 Dated – 11.05.2026

Sealed tenders are invited from interested reputed Travel Agencies / Tour Operators for providing the following different types of vehicles with driver for official use of officers in the Department of DoWR, Odisha, Rajiv Bhawan, Bhubaneswar / O/o the EIC, Water Resources, Odisha, Secha Sadan, Bhubaneswar on monthly rent basis. The number of vehicles in each type of vehicle may increase or decrease depending on the requirements.

Sl. No.	Type of vehicles	No of vehicles	Minimum fuel efficiency
1	Zest/Tigor/Swift Dzire/ Xcent/ Etios (Petrol) or equivalent vehicle	4	17
2	Tiago/Bolt/Celerio(Petrol) or equivalent vehicle	4	17

1. The service provider shall have a valid GST registration to participate in the tendering.
2. The service provider, participating in the bidding process under the jurisdiction of Municipal Corporations, shall be registered on GeM platform.
3. The vehicle should be BS-VI emission complaint vehicle. The vehicle must be in road worthy condition, shall not be more than 3 years 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.
4. The Driver of the vehicle must have a valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport/passenger vehicle.
5. The Driver should be well behaved, gentle and obedient in nature.
6. A sum of **Rs. 27,000/-** shall be deposited by the intending bidders in shape of NSC/Postal saving pass Book /Post office Time Deposit/Kishan Vikash Patra/S.T.D.R/T.D.R of Nationalized Bank only, duly pledged in favor of

Superintending Engineer, Mechanical Division, Bhubaneswar and submitted along with the tender as EMD. After completion of tender process, EMD shall be refunded to unsuccessful bidders.

7. The monthly rate of hire charge excluding GST be quoted separately in the general bid information (excluding fuel).
8. The Vehicles must achieve a minimum fuel efficiency as mentioned in the above table.
9. The details of the make and year of manufacture of the vehicle, registration no., mileage (KM covered per litre) and name of the Driver, Driving License No. and period of validity should be specifically provided in the technical bid to be furnished with Tender .
10. The tender completed in all respect should reach the undersigned on or before **22.05.2026** by **3.00 P.M.** and shall be opened on the same day at **4.00 P.M.** in presence of the bidders or their authorized representatives.
11. The application form of tender containing General Bid Information & Terms and conditions for Hiring of Vehicles etc. will be available in the the Office of the Undersigned and can be downloaded from www.Odisha.gov.in or www.dowr.odisha.gov.in from **13.05.2026** to **22.05.2026**.


**Superintending Engineer,
Mechanical Division, Bhubaneswar**

Memo No. 2972 (5) Date. 11-05-26

Copy submitted to the Chief Engineer, Mechanical, O/o the EIC, Water Resources, Odisha, Secha Sadan, Bhubaneswar /Chief Engineer, Dam Safety, BBSR / Chief Engineer, Design, BBSR/ Additional Chief Engineer, Mechanical Circle, BBSR /Additional Chief Engineer, Central Irrigation Circle, BBSR for information with a request to display in their respective notice board for wide circulation.


Superintending Engineer (M)

Memo No. 2973 Date. 11-05-26

Copy submitted to the Chief Engineer, Monitoring and Evaluation, O/o the E.I.C., DoWR, Odisha, Bhubaneswar for favour of kind information and necessary action. The tender call notice may kindly be uploaded in the website of Department of Water Resources, Odisha for wider publicity.

Encl: Soft copy & Hardcopy of NIT & Tender Document


Superintending Engineer (M)

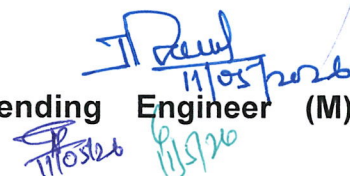
Memo No. 2974 Date. 11-05-26

Copy submitted to the Head, State Portal Group, IT Centre, Loka Seva Bhavan, Bhubaneswar to display in the Govt. of Odisha website for wider publicity.
Encl: Soft copy & Hardcopy of NIT & Tender Document.


11/05/2026
Superintending Engineer (M)

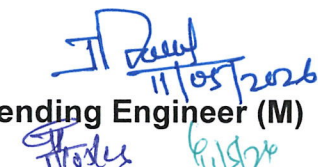
Memo No. 2975 Date. 11-05-26

Copy submitted to the Director, Information & Public Relation Department, Govt. of Odisha Bhubaneswar for favour of kind information and necessary action. You are requested to take necessary steps for early publication of the above Tender Call Notice in one local English daily Newspaper and most widely read top two Odia daily news paper.


11/05/2026
Superintending Engineer (M)

Memo No. 2976 (2) Date. 11-05-26

Copy to the Superintending Engineer, Prachi Division, BBSR/Superintending Engineer (M), Quality Control Division, BBSR for information with a request to display in their respective notice board for wide circulation.
Encl: Copy of NIT


11/05/2026
Superintending Engineer (M)

Memo No. 2977 (2) Date. 11-05-26

Copy to the Assistant Executive Engineer, Mechanical Sub-Division, Bhubaneswar/ Assistant Executive Engineer, Mechanical Sub-Division, Mundali to display in their respective notice board.


11/05/2026
Superintending Engineer (M)

Memo No. 2978 (2) Date. 11-05-26

Copy to Cashier /Notice Board for wide circulation of this Division for information & necessary action.


11/05/2026
Superintending Engineer (M)



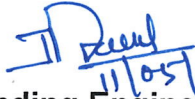


GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

Tender Documents

Tender Notice for Hiring of Private Vehicles on Monthly Basis

TENDER CALL NOTICE NO- 01/2026-27 DATE – 11.05.2026

Tender Publication Date	:	13.05.2026, 11:00 A.M.
Tender Submission Start Date	:	13.05.2026, 11:00 A.M.
Tender Submission Closing Date	:	22.05.2026, 3:00 P.M
Tender Opening Date	:	22.05.2026, 4:00 P.M. Onwards


11/05/2026
Superintending Engineer,
Mechanical Division, Bhubaneswar
 

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SECTION-I
INSTRUCTION TO BIDDERS

A. General Information

1. Sealed tenders are invited from interested reputed Travel Agencies / Tour Operators for providing the following different types of vehicles with driver for official use of officers in the Department of DoWR, Odisha, Rajiv Bhawan, Bhubaneswar / O/o the EIC, Water Resources, Odisha, Secha Sadan, Bhubaneswar on a monthly rent basis. The number of vehicles in each type of vehicle may increase or decrease depending on the requirements.

Sl. No.	Type of vehicles	No of vehicles	Minimum fuel efficiency
1	Zest/Tigor/Swift Dzire/ Xcent/ Etios (Petrol) or equivalent vehicle	4	17
2	Tiago/Bolt/Celerio(Petrol) or equivalent vehicle	4	17

2. The various critical dates relating to the above tender process are as under.

Tender Publication Date	:	13.05.2026, 11:00 A.M.
Tender Submission Start Date	:	13.05.2026, 11:00 A.M.
Tender Submission Closing Date	:	22.05.2026, 3:00 P.M
Tender Opening Date	:	22.05.2026, 4:00 P.M. Onwards (in the office chamber of Superintending Engineer, Mechanical Division, Bhubaneswar)

3. **Contract Period: The period of the contract shall be for 1 (one) year.**
The contract shall be renewed subject to satisfactory performance.
4. **No cost towards the cost of tender paper shall be charged.**
5. The interested bidders may visit o/o the SE, Mechanical Division, Bhubaneswar on any working day between the office hours (10.00 A.M to 5.30 PM) for any clarification on the bid document.
6. The Vehicles must achieve a minimum fuel efficiency as mentioned in the above table.
7. The service provider shall have a valid GST registration to participate in the tendering.
8. The service provider, participating in the bidding process under the jurisdiction of Municipal Corporations, shall be registered on GeM platform.



9. The vehicle should be BS-VI emission compliant vehicle.
10. The vehicle must be in road worthy condition, shall not be more than 3 years 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.
11. The driver should be well behaved, gentle and obedient in nature.
12. The Driver of the vehicle must have a valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport/passenger vehicle.
13. A sum of **Rs. 27,000.00** shall be deposited by the intending bidders in shape of NSC/Postal saving pass Book /Post office Time Deposit/Kishan Vikash Patra/S.T.D.R/T.D.R of Nationalized Bank only, duly pledged in favor of **Superintending Engineer, Mechanical Division, Bhubaneswar** and submitted along with the tender as EMD. After completion of tender process, EMD shall be refunded to unsuccessful bidders.
14. The tender will have to be submitted in two covers, i.e. **Technical Bid** (Cover-A) and **Financial Bid** (Cover-B). The formats & documents to be submitted in technical & financial bid are mentioned in the tender document.
15. The Tenders will be received and opened at the Office of Superintending Engineer, Mechanical Division, Bhubaneswar, as per the date and time indicated in the table above in presence of the tenderers or their authorized representatives, if so, they desire. If the last date of purchase of the tender document or last date of receipt of tender or date of opening of tender happens to be a holiday, then the date will be deferred to the next working day, however, the time and venue shall remain unaltered.
16. Tender through Fax/Telex/Telegram/e-mail will not be accepted. The sealed tender document should be directly dropped in the tender box available in the O/o the SE, Mechanical Division, Bhubaneswar or can be sent by Speed Post/Registered post/Courier. The tender inviting authority will not be responsible for any kind of delay by Postal/Courier authorities. Tender papers received after the scheduled date & time will be summarily rejected.
17. The financial bids of those bidders shall be opened whose technical bids



are found to be qualified.

18. If required, Lottery Programme will be held at the office of the undersigned.

19. The Tender Inviting Authority reserves the right to reject/cancel any or all tenders at any point of time without assigning any reason thereof.

20. **Complete Address for submission of bid:** O/o the Superintending Engineer, Mechanical Division, Delta Square, Bhubaneswar, Odisha, Pin – 751003, Email: smdivisionbbsr@yahoo.com

B. Eligibility Criteria

The documents supporting proof of eligibility are to be submitted by the bidder as part of the Technical Bid.

Sl. No.	Eligibility Criteria	Documents to be furnished
1.	The service provider shall be registered on GeM platform.	Relevant documents in support of proof to be submitted.
2.	The bidder should have experience in providing vehicles on a monthly rent basis to any Govt./PSU/ Govt. organization in last three (03) financial years.	Relevant documents from the competent authorities in support of proof to be submitted.
3.	The registered / branch office of the service provider must be located at Bhubaneswar.	Valid address proof of the office (copy of the Telephone/ Electricity Bill/ Lease agreement of the rented premises)
4.	Must have its own bank account in any scheduled bank situated in Odisha.	Cancelled Cheque/self attested copy of the 1 st page of Bank Pasbook is to be submitted.
5.	Other statutory documents to be furnished as part of technical bid:	Copies of : <ul style="list-style-type: none">• PAN,• GST Registration Certificate• Address proof
6.	Undertaking to provide good-conditioned vehicles (not more than 3 years old from the date of initial registration) along with all necessary documents required under traffic rules (refer Annexure-III)	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (Annexure-III)

Bidders should submit the required documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as

listed above will leads to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.

Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the tender requirements will result in outright rejection of the Bid.

C. LIST OF DOCUMENTS FOR SUBMISSION

Bidders are required to furnish the following documents:

- a) Copy of GeM Registration
- b) Copy of GST Registration Certificate
- c) Copy of PAN
- d) Copy of Bank Account details
- e) Earnst Money Deposit (EMD)
- f) Details of bidder duly filled in the Prescribed format at Annexure-I
- g) Copies of documents such as work order / contract document/ completion certificate from the previous authorities experience in providing vehicles on monthly rent basis to any Govt./PSU/ Govt. organization in last 5(five) financial years.
- h) Declaration as per Annexure-II
- i) Undertaking to provide good-conditioned vehicles (not more than 3 years old from the date of initial registration) along with all necessary documents required under traffic rules (refer Annexure-III)
- j) Valid address proof of the office

The Bidder shall furnish copy of all the documents pertaining to vehicles such as details of the make and year of manufacture of the vehicle, registration no, mileage (KM covered per ltr) and details of drivers such as Name, Driving Licence No., period of validity, along with the duly filled in **Annexure-III** at the submission of the bid.

Any deviation from the prescribed procedures/ required information/ formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries in the bid documents should be legible, filled clearly and signed by the authorised representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory/bidder should be attached.

The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and withdrawal of bids on any ground by the bidder shall be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

D. Evaluation and Award of contract

1. A bidder has to submit bid for monthly basis categories of services.
2. Evaluation shall be done separately for Monthly Basis.
3. The bids shall be evaluated in two stages i.e. technical bid evaluation and financial bid evaluation.
4. The financial Bids shall be opened for those bidders who qualify in their technical bid evaluation.
5. The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the tender document. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. In case two or more bidders having lowest evaluated bid (L-1), fulfilled all terms and conditions of bid document, then the bidder will be selected through a transparent Lottery process. Lottery time will be intimated in due course of time. The lowest evaluated bid (for each type of vehicle) shall be decided based on the lowest evaluated price bid for each category (Monthly basis) and the L1 bidder (s) shall be decided accordingly. The tender inviting authority may enlist more than one Agency for supply of vehicles at the rate so finalized.



6. The tender inviting authority reserves the right to accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.

SECTION- II

Terms & Conditions

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

1. The hired vehicles, 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 vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigation.
3. The hire charges to be paid for monthly basis is final but does not include cost of fuel, which is to be paid separately 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 remuneration of the driver shall be borne by the Service Provider.
5. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the Service Provider.
6. In case of the vehicle do not report regularly, the authority will be at liberty to terminate 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 made.
9. Monthly hire charges and reimbursements towards cost of fuel (as per norm) 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, the tender inviting authority shall forfeit the entire amount of security deposit.
14. The hiring of the vehicle will be discontinued immediately if the vehicle is no longer required for the office concerned or when the post of the officer concerned fall vacant. However, if the tender inviting authority feel it necessary, the service of the vehicle can be resumed once the officer joins the post for whom the vehicle had been engaged.
15. The service provider will ensure that the vehicle is kept under optimum condition an avoid accidents attributable to lack of maintenance/up keep.The vehicles cannot be used by the service provider for any private/commercial purpose beyond office hours or during holidays.
16. The hiring charges do not include fuel cost (Petrol/Diesel) which is to be paid separately basing norms.
17. The vehicles shall be in good condition and shall not be older than **three** years at the time of submission of Bid. Vehicles older than **seven** year should be replaced by new vehicles by the service provider.
18. The service providers will ensure that the vehicle is kept under optimum running condition and avoid accidents attributable to lack of maintenance /upkeep. The hired vehicles cannot be used by the service provider for any private/commercial purpose beyond office hours or during holidays.
19. The service provider shall be the registered owner of the vehicle proposed to be deployed under this contract. In case the service provider is not the registered owner of the vehicle, he/she must submit a valid and legally executed Power of Attorney or authorization letter from the registered owner of the vehicle, duly authorizing the service provider to deploy the said vehicle for Government duty and to enter into contractual obligations on behalf of the owner.
20. The number of vehicles indicated in this tender is purely tentative and may increase or decrease depending upon the actual requirement of the office. The work order for deployment of vehicles shall be issued as and when required by the using officer, and the successful bidder shall be bound to provide the vehicles accordingly.

SECTION- III

TECHNICAL BID

The following list of documents are to be submitted by the bidder as part of Technical Bid.

Annexure-I

General Bid Information

1	Name of the Service Provider	
2	Address of the Service Provider with Phone No.	
3	Email Id of the Service Provider	
4	GSTIN (Attach self-attested copy of GST Registration Certificate)	
5	PAN (Attach self-attested copy of PAN Card)	
6	Earnest Money Deposit (EMD) of Rs. 27,000/- in original	
8	Undertaking to provide good-conditioned vehicles (not more than 3 years old from the date of initial registration) along with all necessary documents required under traffic rules (refer Annexure-III)	(Attach the undertaking with the signature & seal of the Agency)
10	Name of the Authorized Signatory	
11	Specimen Signature of the Authorized Signatory	
12	Phone No. of Authorized Signatory	
13	Bank Details of the Agency	(Attach a Cancelled Cheque/ self-attested copy of the 1st page of Bank Passbook)

14. Details of the similar type of service provided by the bidder during the last 3 (three) years (Attach separate sheet, if required)

(Signature & Seal of the Authorised Signatory)

DECLARATION:

[To be submitted in Bidder's Letter Head]

I/we hereby certify that the terms and conditions given with the Tender Notice have been read carefully and are 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 is found at any stage, my/our Agency will be blacklisted/ debarred and will not have any dealings with your organisation in future.

Place:

Date:

(Signature & Seal of the Authorized Signatory)

Form for vehicle and driver details**(Separate sheet to be submitted for each vehicles)**

SI No	Particulars	
1	Name of the Service Provider (Attach a self attested copy of RC)	
2	Registration No. of Vehicle	
3	Year of Manufacture	
4	Make & Model	
5	Date of registration	
6	Name & complete address of the owner of vehicle	
7	Fitness Certificate validity (Attach a self attested copy of RC)	
8	Pollution Certificate validity (Attach a self attested copy of RC)	
9	Permit validity (Attach a self attested copy of RC)	
10	Insurance validity (Attach a self attested copy of RC)	
11	Name / Address of the Driver	
12	D.L. No. & Validity of the D.L. of the Driver	
13	Contact number of Driver	

(Signature & Seal of the Authorized Signatory)

SECTION- IV

Annexure-IV

Financial Bid

A. Monthly Basis Rate

SI No.	Category of Vehicle	Minimum Average Mileage (in KM/Lit)	Maximum Monthly Hiring Charges in Rs. (exclusive of GST)	Quoted Rate for Monthly Hiring Charges in Rs. (exclusive of GST)
1	Zest/ Tigor/ Swift Dzire/ Xcent/ Etios (Petrol) or equivalent vehicle)	17	31,200/-	
2	Tiago/Bolt/Celerio (Petrol) or equivalent vehicle	17	24,000/-	

*The Quoted Rate for Monthly Hiring Charges shall be considered while evaluating the bid. The mileages have been fixed as above, and bidders shall not quote separately for that.

Place

(Signature & Seal of the Authorized Signatory)

Date

SECTION- V

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID			
1	Complete set of bid Document with sign and seal of the bidder in original		
2	General Details of the Bidder duly filled as prescribed in Annexure-I		
3	Copy of GSTIN		
4	Copy of PAN		
5	Earnst Money Deposit (EMD) in original		
6	GeM Registration		
7	Address proof of Registered Office of the service provider		
9	The agency should have experience in providing vehicles on a monthly rent basis to any govt. / PSU/Govt. organisation in last three financial years. Relevant documents in support to be submitted.		
10	Cancelled Cheque/ self-attested copy of the 1st page of Bank Passbook		
11	Declaration as per Annexure – II (On Bidders Letter Head)		
12	Details of Vehicles & Drivers as per Annexure – III and supporting documents. (Separate sheets should be enclosed for each vehicle)		
FINANCIAL BID			
1	Duly Filled in Financial Bid(Annexure - IV)		



SECTION- VI
SERVICE PROVIDER AGREEMENT

Contract Agreement No. _____

Service Provider Agreement (Dt. _____ to Dt. _____)

1. This Agreement is made on this _____ day of _____ on the orders of Governor of Odisha by and between the "Principal" **The Superintending Engineer, Mechanical Division, Bhubaneswar** (which expression shall unless be excluded by or repugnant to the context be deemed to include its successors and assigns) and "Service Provider"

_____ 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 : _____ and fuel used in the Engine is _____l.

- 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 one year (**Dt. _____ to Dt. _____**) 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. 22924 dtd. 14.08.2023. 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 to 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.

Vehicles:

- 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 user department.
- 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 refueling, 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 deployed:

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include 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 color 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 vehicle in a state will be borne by the Agency.
- 4.25. The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for 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 especially 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.

5.0. 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 through ECS/RTGS 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.

6.0. Terminations:

- 6.1. The Principal shall have the right to terminate this Agreement, upon it giving 1 (One) month notice in writing.

- 6.2. The Agency shall have the option to terminate this Agreement upon giving 1 (One) month 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.

10.0. 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: _____

